

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
MUNICIPALITY



DEPARTMENT OF WATER AND
SANITATION
REPUBLIC OF SOUTH AFRICA



MHLATHUZE WATER

MW/35/1/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE
GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF
THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA
LOCAL MUNICIPALITY.**

SUBMIT BID DOCUMENTS TO:

**TO BE DEPOSITED IN:
THE BID BOX AT THE SECOND SECURITY GATE (TENDER BOX)
CORNER SOUTH CENTRAL ARTERIAL AND BATTERY BANK
ALTON INDUSTRIAL AREA
RICHARDS BAY
3900**

PROPOSAL SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Contact No. _____

Email: _____

CLOSING DATE: 09/02/2023 at 12h00

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Enquiries: For technical enquiries contact Mr. S. Mndaweni on Tel: 035 902 1037
simndaweni@mhlathuze.co.za or tenders@mhlathuze.co.za

PART 1

BIDDING PROCEDURES

T1.1 Bid Notice and Invitation to Bid

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER				
BIDNUMBER: MW/35/1/2022/2023	CLOSING DATE	09 February 2023	CLOSING TIME:	12:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

MHLATHUZE WATER				
SECOND SECURITY GATE (TENDER BOX)				
CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL				
ALTON, RICHARDS BAY, 3900				
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes

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[TICK APPLICABLE BOX]	<input type="checkbox"/> No		<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
	<input type="checkbox"/>	NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (<i>Attach proof of authority to sign this bid; e.g. resolution of directors, etc.</i>)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>

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☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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

BID NOTICE AND INVITATION TO TENDER

Mhlathuze Water (MW) is a water board, established in terms of the Water Services Act, 1997 (Act No. 108 of 1997). Its core operations concern the supply of bulk water and the disposal of bulk wastewater. It is a State-Owned Entity listed in Schedule 3B of the Public Finance Management Act, 1999 (PFMA) (Act No. 1 of 1999).

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Evaluation method:

Pre-qualification criteria set by Mhlathuze Water, have been met

- **CIDB 6 CE OR HIGHER**
- **Technical Evaluation**

80/20 Preference Point Scoring System in terms of PPPFA 2022.

Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate before **12h00** noon, on **09/02/2023**. Submission must be in sealed envelopes clearly marked – **CONTRACT No. MW/35/1/2022/2023**

Project Description and addressed to Mhlathuze Water–Supply Chain Management.

BIDDERS ARE ENCOURAGED TO REGISTER ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE.

Mhlathuze Water is not bound to accept the lowest bid or furnish any reason for the acceptance or part rejection of any bid and reserves the right to accept any bid or part thereof. Mhlathuze Water reserves the right to award in full or partly award this bid.

PART T1

BIDDING PROCEDURES

T1.2 Bid Data

BID DATA

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

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

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

Clause Number	Addition or Variations Standard Conditions of Tender
F.1.1	The Employer is Mhlathuze Water
F.1.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
	Contract Period: 4 months
F.1.4	<p>The Employer's Representative's details are as follows:</p> <p>Name : Sihle Mndaweni</p> <p>Address : Cnr Battery Bank and South Central Arterial Alton Richards Bay 3900</p> <p>P.O. Box 1264 Richards Bay 3900</p> <p>Tel. No. : +27 (0) 35 902 1037 Fax No. : +27 (0) 35 902 1111 E-Mail : tenders@mhlathuze.co.za</p>
F.2.1	<p>Eligibility</p> <p>a) CIDB 6 CE OR HIGHER</p> <p>Tax Compliance: No bid may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Mhlathuze Water will verify with SARS whether the tax affairs of bidders are in order before making an award.</p>

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F.2.4	All work produced, including records, documents pertaining to this bid shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.8	Accept that failure to request clarification on bid documents, in at least 5 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 5 working days prior to the closing date.
F.2.9	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.12	Criteria for alternative bid offers No alternative bid offers will be accepted.
F.2.13.3	Two copies of bid offers are required.
F.2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows: <div style="margin-left: 40px;"> Location of Tender Box : Mhlathuze Second Security Gate Entrance Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900 </div>
F.2.13.6	A two-envelope procedure will NOT be followed. Evaluation Process <ul style="list-style-type: none"> • CIDB 6 CE OR HIGHER 1. Technical Evaluation All bidders that would have qualified in the three stage of evaluation will be further evaluated for Price and Historically disadvantaged individuals and according to the type of company/business, for this project 80/20 will be applicable. <i>Mhlathuze Water reserves the right to conduct due diligence on bidder(s) before the award.</i>
F.2.15.1	The closing time for submission of bid offers is @ 12h00 on day,09/02/2023 Telephonic, telegraphic, telex, or facsimile or e-mailed and late bid offers will not be accepted.
F.2.16.1	The bid offer validity period is 90 (ninety) days from the bid closing date.
F.2.16.1	If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

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F.2.23	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly
F.3.3 F.3.4	<p>Bids will be opened in public.</p> <p>Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate Entrance before 12h00 on day, 09/02/2023</p> <p>Submission must be in an envelope that is clearly marked – TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY, and addressed to Mhlathuze Water–Supply Chain Management.</p>
F.3.5	A two-envelope procedure will not be followed.
F.3.7	<p><i>Add the following to the end of Clause F.3.7:</i></p> <p>Accept that failure to submit certificates stated in the Bid Data and failure to complete in full the bid document shall result in bid being regarded as non-responsive.</p>
F.3.11	The responsibility rests with the prospective bidders to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.3	<p>Method 2: Financial offer and Preference</p> <p>(Financial offer will be a default 30% discount on Tariff)</p>
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 80$
F.3.11.8	B-BBEE points will be allocated as Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. <i>(choose 80/20)</i>

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.3.17	<p>Add the following to the clause:</p> <p>Accept that bid offers will only be accepted if:</p> <ul style="list-style-type: none">(a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services.(b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;(c) the tenderer has not:<ul style="list-style-type: none">(i) abused the Employer's Supply Chain Management System; or(ii) failed to perform on any previous contract with the Employer and has been given a written notice to this effect. <p>The successful tenderer shall receive one copy of the signed contract.</p>
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PART T1
TENDERING PROCEDURES

PART T1
BIDDING PROCEDURES

T1.4 Standard Conditions of Tender

STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result. 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

(a) **conflict of interest** means any situation in which:

- (i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - (ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - (iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and CIDB Standard Conditions of Tender 30 January 2009.
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- (e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with 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 seven working days before the closing time stated in the tender data.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14** **Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, 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 requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

- F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetic errors, omissions and discrepancies

- F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
- (a) the gross misplacement of the decimal point in any unit rate;
 - (b) omissions made in completing the pricing schedule or bills of quantities; or
 - (c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices;
 - (ii) the summation of the prices.

- F.3.9.2** The employer must correct the arithmetical errors in the following manner:
- (a) where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
 - (b) if bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - (c) where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: *NFO* is the number of tender evaluation points awarded for the financial offer.

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

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

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

Formula	Comparison aimed at achieving	Option 1 ³	Option 2 ³
1	Highest price or discount	$A = \left(1 + \frac{(P \cdot P_m)}{P_m}\right)$	$A = P \div P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 \cdot \frac{(P \cdot P_m)}{P_m}\right)$	$A = P_m \div P$

³ P_m is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

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

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

$W2$ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

- **END OF SECTION** -

PART T2

RETURNABLE DOCUMENTS

List of Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

Bidders are required to submit the following with their bids:

No.	Description	Submitted YES / NO
T2.1.1	Proof of Company Registration	
T2.1.3	In the case of a Joint Venture/Consortium submitting a tender, submit a JV agreement as well as a resolution of the Joint Venture together with a resolution by its member authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.	
T2.1.4	Proof of Registration with National Treasury Central Supplier Database (CSD)	
T2.1.5	Proof of Registration with SARS (Valid PIN from SARS confirming compliance status) / Tax Clearance Certificate	
T2.1.6	Certified and valid copy of BBBEE Certificate or a Sworn affidavit.	

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
MUNICIPALITY

Functionality Criteria	SUB CRITERIA	Max No. of points
Experience in the industry (based on schedule of work experience)	Tenderer's experience in similar projects in last 10 years. <ul style="list-style-type: none"> i. One (1) project completed (7) ii. Two (2) projects completed (10) iii. Three (3) projects completed (12) iv. Four (4) projects completed (16) v. Five (5) projects and above (20) Signed completion certificates or a positive written reference from the client for every project or full completed	20
Qualifications and Key Personnel	Site Agent/Contracts Manager with Engineering/Project Management/ or General Building/ Construction degree or Diploma with relevant experience in Project Management <ul style="list-style-type: none"> i. 1 – 2 years relevant experience (3) ii. Greater than 2 up to 5 years (7) iii. Greater than 5 Years relevant experience (10) CV or Organogram with certified copies of qualifications must be submitted for points to be awarded	10
Locality	1. Geographic location of tenderer Location of Business (Please provide proof of physical address) <ul style="list-style-type: none"> ▪ UMkhanyakude District Municipality 30 ▪ King Cetshwayo and Zululand District Municipality 15 ▪ Within KwaZulu-Natal. 5 (Utility bill, lease agreement, letter from a councillor or traditional authority IN THE NAME OF THE BUSINESS/ COMPANY) PROOF OF LOCALITY MUST NOT BE OLDER THAN 3 MONTHS	30
	Total Points	60
F.3.17	The successful tenderer shall receive one copy of the signed contract	

The Tenderer needs to score a minimum of 70% to be considered responsive

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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STAGE ONE: TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

STAGE ONE: Test for Administrative Responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules (where applicable) were completed and returned by the closing date and time 	
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	

The test for administrative responsiveness [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for further pre-qualification

STAGE TWO: TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP

The test for substantive responsiveness to this RFP will include the following:

Pre-Qualification Criteria	RFP Reference
<ul style="list-style-type: none"> Whether any pre-qualification criteria set by Mhlathuze Water, have been met 	
<ul style="list-style-type: none"> CIDB 6 CE OR HIGHER 	
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	

The test for administrative responsiveness [Stage Two] must be passed for a Respondent's Proposal to progress to Stage Three for further pre-qualification

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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T2.2-1: Authority to submit a Tender

Essential Returnable

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A – COMPANY	B – PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors of
_____ hereby confirm that by resolution
of the board taken on _____ (date), Mr/Ms _____, acting in
the capacity of _____, was authorised to sign all documents in
connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for 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
offer 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 the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms _____
_____, an authorised signatory of the company _____
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.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-2: Certificate of Attendance at Tender Clarification Meeting

Compulsory Returnable

This is to certify that

_____ (Tenderer)

of _____

_____ (address)

was represented by the person(s) named below at the **compulsory** tender clarification meeting

Held at:	MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL, NEXT MSHUDU CLINIC	
On (date)	06 February	Starting time: 11h00

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the works / service / supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the *Employer / Purchaser's* Representative to request clarification of the tender documents until no later than five working days before the tender closing time stated in the Tender Data.

Particulars of person(s) attending the meeting: Mhlathuze Water Representative

Name

Signature

Capacity

Name

Signature

Capacity

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

- 1.6** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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- (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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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T2.2-4: Record of Addenda to Tender Documents

Essential Returnable

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

Essential Returnable

T2.2-5: Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

THIS AGREEMENT is made effective as of _____ day of _____ 20____ by and between:

Mhlathuze Water a company incorporated and existing under the laws of South Africa, having its principal place of business at Cnr South Central Arterial & Battery Bank, Alton Richards Bay 3900

and _____

(Registration No. _____), a private company incorporated and existing under the laws of South Africa having its principal place of business at _____

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY**

(“the Purpose”). Each party (“the receiving party”) shall treat as confidential all information and know-how which it may receive from the other party (“the disclosing party”) in terms of this Agreement (hereinafter referred to as “confidential information”), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the Infrastructure legislation , whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. Definition

“**Confidential Information**” means any information, technical data, or know-how, including, but not limited to that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. Exclusions

- a. Confidential Information does not include information, technical data or know-how which:
- b. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;
- c. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- d. is developed by the receiving party through its independent resources without reference to the disclosing party’s Confidential Information;

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- e. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- f. is approved for release by the disclosing party in writing.

4. Non-Disclosure of Confidential Information

- a. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.
- b. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.
- b. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").
- c. Subject to the provisions below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.
- d. The receiving party acknowledges that the above provisions shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

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During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party's use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.

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14. Disputes

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein.

Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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T2.2-4: Tender Clarification Request Form

Essential Returnable

Tender No: MW/35/1/2022/2023

RFP deadline for questions / RFP Clarifications: **12h00 on 8 February 2023**

TO: Mhlathuze Water

ATTENTION: Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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T2.2-5: Credit Check

Essential Returnable

I consent to you making enquiries about my credit record with credit reference agencies when assessing this tender or quotation or updating my information in future.

Yes		No	
-----	--	----	--

Mhlathuze Water shall ensure that all necessary precautions are taken to ensure that all Information received or collected is:

- i. Properly and accurately recorded, maintained, collated, synthesised and/or processed;
- ii. Protected against loss;
- iii. Protected against unauthorised access, use, modification or disclosure;

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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Schedule of tender references

Compulsory Returnable

SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION

TENDERER to complete A, B & E before sending to referee:

A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE

Full tenderer's name as it will appear on the Form of Offer

B : CONTACT DETAILS OF ORGANISATION / PERSON WHO IS PROVIDING THE REFERENCE (REFEREE)

Full details of the organisation / person providing the reference

C : DETAILS OF THE TENDER WHICH IS CURRENTLY BEING PREPARED :

Contract Number : **MW/35/1/2022/2023**

Description : TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY

Estimated Performance Period **4 months**

D : DETAILS OF THE CONTRACT WHICH WAS COMPLETED FOR THE ORGANISATION PROVIDING THE REFERENCE

Description :

Commencement Date: **Date completed :** /

Value on completion : R **Incl. VAT**

F : Ratings on aspects below on the performance of the tenderer (A above) on the contract / project (E above)	UNACCEPT- ABLE	ACCEPTABLE
Tenderer completed the work successfully and timeously		

Signature : _____

DATE : _____

Section – Generic Scope of Works

1. BACKGROUND

Mhlathuze Water is a Water Board established under Chapter 6 of the Water Service Act and classified as a Schedule B3 Government Business Enterprise in terms of the Public Finance Management Act.

On 3 February 2022, the Minister of Water and Sanitation issued a Section 41 directive (of the Water Services Act) to Mhlathuze Water to initiate programmes to support of Umkhanyakude District in executing their water services authority function.

Mhlathuze Water invites bidders to submit bids for the **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY**

2. OBJECTIVE

The objective is to appoint as suitable experienced company for the implementation or construction of **THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY** within the Umkhanyakude District Municipality. The tender will comprise of CIDB registered companies operating within the district or within the Province of KwaZulu-Natal.

3. CONTRACT DURATION

The contract is for the period of 4 months subject to a performance agreement to be entered into between the service provider and the employer.

The Panel shall be reviewed on an annual basis to allow for new entrance and changes to CIDB.

4. EXTENT OF THE WORKS

The bidder must demonstrate practical knowledge and experience of Water Infrastructure Construction Works in line with the key areas as defined below:

4.1 CIVIL ENGINEERING WORKS

Particularly related to the construction, upgrades and additions of the following types of works but not limited to below list:

New Works:

LOCATION	DESCRIPTION OF SCOPE
Mshudu WTP	<ul style="list-style-type: none">• 2 new boreholes required located inside the Mshudu WTP• Boreholes must be fully equipped• Sampling and testing• Borehole development• Boreholes will be connected to existing infrastructure (electrical and piping)• Supply and install a 60kL raw water storage tank at Mshudu Water Treatment Plant on a concrete platform 500 mm above ground level, refer to drawings.
Mfakubheka and Kwamulawu	<ul style="list-style-type: none">• 2 new boreholes on each site• Boreholes must be fully equipped

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	<ul style="list-style-type: none"> • Sampling and testing • Borehole development • Supply and install onsite water treatment • Construct a pump house • Construction of 60kL, 100kL and 27kL water storage tank elevated at 10m respectively. • Construction of 110 mm diameter gravity line of 1770 m at Mloli and 75mm of 576m rising line. • Construction of 75 mm, 2514 m, 50 mm of 1777 m and 6 standpipes at Mloli. • Construction of 110 mm diameter gravity line at KwaMulawu & Mfakubheka of 3300m and 75mm of 1502m rising line. • Construction of 75 mm, 2476m, 50 mm 1230 and 7 standpipes at KwaMulawu & Mfakubheka. • Construction of 110 mm diameter gravity line at Mankunzi, Gazini & Mahlenga of 1489mm and 90mm of 4642 m rising line. • Construction of 75 mm, 636m, 50 mm of 1540 and 8 standpipes at Mankunzi, Gazini & Mahlenga
--	---

4.2 ELECTRICAL ENGINEERING WORKS (EP/EB)

Particularly related to the construction, upgrades and additions of the works mentioned above under sections 4.1 which is applicable to the **electrical engineering works**

The scope of work entails the following, including but not limited to:

- Equipping of booster pump station with pumps, panels, electrical cables and fittings, including connection to Eskom power supply

5. LOCATION OF THE WORKS

The project site is situated within the uMkhanyakude District Municipality, KZN and located within Ward 12 of uMhlabuyalingana Local Municipality. The areas covered are Part of Gazini, Nyamazane, Mfakubheke, Mloli and Muzi areas.

The new boreholes are located in different locations. All within the Mhlabuyalingana area, under the Umkhanyakude District. They are all strategically placed. There are boreholes to be drilled at the Mshudu Water Treatment Plant, to increase the capacity at the plants. Mfakubheka area which will feed Mfakubheka and Kwamulawu. Then lastly we have Gazini area which will feed Gazini, Mahlenga and Mankunzi.

- THE END -

T2.1.1: PROOF OF COMPANY REGISTRATION

[Insert here]

**T2.1.3: A CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF THE
BID IS A PARTNERSHIP OR JV)**

[Insert here]

T2.1.4: PROOF OF REGISTRATION WITH NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)

[Insert here]

**T2.1.5: PROOF OF REGISTRATION WITH SARS, (VALID PIN FROM
SARS CONFIRMING COMPLIANCE STATUS)**

[Insert here]

**T2.1.6: PROOF CERTIFIED AND VALID COPY OF BBBEE CERTIFICATE
OR A SWORN AFFIDAVIT**

[Attach here]

**T2.1.7: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF
SHAREHOLDERS / MEMBERS / DIRECTORS OF THE BUSINESS**

[Attach here]

T2.1.8: PROOF OF PROFESSIONAL INDEMNITY

T2.2 RETURNABLE SCHEDULES (TOGETHER WITH LIST OF RETURNABLE DOCUMENTS)

No.	Description	Page No.
T2.2.1	Compulsory Enterprise Questionnaire	
T2.2.2	Authority of Signatory	
T2.2.3	Compulsory clarification/site briefing certificate	
T2.2.4	Schedule of Work Experience	
T2.2.5	Tenderer Bank Details	
T2.2.6	Addenda/Notice(s) issued to Tenderers (IF ANY)	
T2.2.7	Alterations/Amendments by Tenderer (IF ANY)	
T2.2.8	Declaration with regards to Sub-consulting	
T2.2.9	Bidder's Disclosure	
T2.2.10	Preferential Points Claim Form	
T2.2.11	Certificate of Independent Bid Determination	
T2.2.12	Schedule of Tenderer's Reference Checks	

T2.2.1: 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: CSD number

Section 5: Particulars of sole proprietors and partners in a partnership

Name	Identity Number	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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Signed on behalf of Bidder: _____ **Date:** _____

Name: _____ **Position:** _____

Enterprise Name: _____

T2.2.2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

- 1 The full First Names and Surnames of their partners and/or directors:

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

- 2 The names and addresses of the local agents, firms, or representatives who are involved in any manner whatsoever in the Tender

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

- 3 In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership; assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners. Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (*Date*)

Mr/Ms (*Print Name*).....

has been duly authorized to sign all documents in connection with this tender / contract on

behalf of :

(*Print Company Name*)

.....
.....

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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Signed on behalf of Company:

In his/her capacity as:

Date:

SIGNED ON BEHALF OF BIDDER:

SIGNATURE OF SIGNATORY:

T2.2.4: SCHEDULE OF WORK EXPERIENCE

Company (Client) Name and Contact Details	Experience of the Company in the (<i>specify the experience</i>) in the past 10 years.	Contract Value	Contract Duration Start and End Dates

T2.2.5: BIDDER BANK DETAILS

The Bidder shall append hereto his/her banking details accompanied by a BANK CANCELLED CHEQUE or a SIGNED LETTER FROM THE BANK ON THE BANK'S LETTERHEAD.

The letter should also reflect bank rating.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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T2.2.6: ADDENDA / NOTICE(S) ISSUED TO BIDDERS

I/We confirm that the following communication / Information / Notice(s), issued to Bidders, was received from the Employer before the submission of this bid offer and has been taken into consideration in this bid:

(NB: Addendum/Addenda shall only be made available to Bidders who attended the Site Clarification Meeting.)

Addendum / Notice Reference Number	Date of Issue	Subject Matter of Addendum / Notice

NB: Evidence of such addenda must be attached to this Schedule.

Specify number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

T2.2.7: ALTERATIONS / AMENDMENTS BY BIDDER

The Bidder shall record and attach to this page any deviation or alteration he/she may wish to make to the bid document. The Bidder shall pay attention to Clause F.3.8 of the CIDB Standard Conditions of Tender with regards to how the deviations shall be dealt with by the Employer.

Page No.	Clause / Description

Specify the number of sheets appended to this schedule _____ (if none, enter NONE)

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

T2.2.9: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3. **DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² 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.

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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

T2.2.10: PREFERENCE POINTS CLAIM FORM

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

4. GENERAL CONDITIONS

4.1 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).

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.

4.2 Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

4.3 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

4.4 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.

4.5 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.

5. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of

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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) **"price"** 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;

6. POINTS AWARDED FOR PRICE

6.1 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	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

7. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 7.1** 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:

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

8. BID DECLARATION

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

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

- 9.1** 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.

10. SUB-CONTRACTING

- 10.1** Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

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

- 10.1.1 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:

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Designated Group: An EME or QSE which is at least 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		

11. DECLARATION WITH REGARD TO COMPANY/FIRM

11.1 Name of company/firm:.....

11.2 VAT registration number:.....

11.3 Company registration number:.....

11.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

11.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

11.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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11.8 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:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) 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;
- viii) 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 –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) 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
 - (j) forward the matter for criminal prosecutio

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE

ADDRESS

.....

.....

PART C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

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:

PROJECT DESCRIPTION

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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

.....

..... (in words); R.....(in figures) and

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 Service Provider in the conditions of contract identified in the Contract Data.

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Signatures

Name(s)

Capacity

for the Tenderer

(Name and address of organisation)

Date

Name & signature of witness

Signature

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider 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 C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts. <i>(delete if not applicable)</i>

Deviations from and amendments to the TOR document and any addenda thereto listed in the returnable 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.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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Signatures

Name(s)

Capacity

for the Employer

(Name and address of organisation)

Date

Name & signature of witness

Signature

Name

Date

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SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

.....

2. Subject:

Details:

.....

3. Subject:

Details:

.....

4. Subject:

Details:

.....

5. Subject:

Details:

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.....

Details:

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the TOR document and addenda thereto as listed in the Returnable Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

For the Tenderer _____

_____(Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

Name(s) _____

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Date _____

FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Employer _____

_____(Name and address of organisation)

Name & signature of witness

Signature _____

Name _____

Date _____

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

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FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity _____

for the Purchaser _____

_____(Name and address of organisation)

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

- END OF SECTION -

PART C1

AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

CONTRACT NO.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL MUNICIPALITY

Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Second Edition, 2010)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 2010 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 365 days, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date 4 months after the Commencement Date.

Clause 1.1.1.15: Employer

The Employer is Error! Reference source not found., represented by Mr Sizwe Khumalo and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Engineer

The Engineer, referred to in the documents, is the firm of Consulting Engineers, Sydwalt (Pty) Ltd / acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Engineer is: Sydwalt (Pty) Ltd / or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Remeasurement.

Clause 1.1.1.28: Scope of Work

Replace with the following:

“Scope of Work” means the document(s) containing the Standard Specifications, the Project Particular Specifications, and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2: Notices

The name of the Employer is: MHLATHUZE WATER

The address of the Employer is: Harlingen No. 13433, Kingfisher Road, Mkuze

The name of the Engineer is: Sydwalt (Pty) Ltd

The address of the Engineer is: 17 The Boulevard Westway Office Park, Westville

Clause 1.3.5: Contractor’s Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.1.3: Employer's Approval Required

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

The reduction of a penalty for delay in terms of Clause 5.13.2.

The issuing of a variation order in terms of Clause 6.3.2.

Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.

The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.

The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.

The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 28 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 28-day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

The year-end break commences on 14 December 2021 and ends on 03 January 2022.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time Due to Abnormal Rainfall

Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time shall be charge the actual costs incurred by the Employer for the late completion per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Performance Guarantee shall be worded as set out in the document included in C1.5. The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price shall not be subject to contract price adjustment.

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).

Clause 6.10.3: Retention Money

The percentage retention on the amounts due to the Contractor is 10% (ten percent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Engineer .” and replace with the words “.. the full limit of retention money shall be held until the Engineer .”

Clause 6.10.5.1

In the sixth line, delete the words “ . of the second half .”

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is permitted.

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.

Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 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 the Contractor.

Clause 10: Claims and Disputes

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:.....

Fax:.....

Email:

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SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

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CONTRACT NO.

WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:

"Employer" means: MHLATHUZE WATER

"Contractor" means:" _____

"Engineer" means: SYDWALT (PTY) LTD

"Works" means:

"Site" means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R _____

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R _____

Amount in words:

“Expiry Date” means: _____

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

The Guarantor hereby acknowledges that:

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 suretyship.

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

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:

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

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

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

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

the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

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

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.

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.

Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime

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overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

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.

Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

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.

Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

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GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Adjudication

Adjudication shall be carried out in terms of Clauses 10.5, 10.6 and 10.7 of the General Conditions of Contract.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2010.

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WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN
(HEREINAFTER CALLED THE "EMPLOYER") AND**

(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT
No. 85 OF 1993 AS AMENDED.**

**I,
representing**

**, as an employer in its own right, do hereby undertake to ensure, as
far as is reasonably practicable, that all work will be performed, and all equipment,
machinery or plant used in such a manner as to comply with the provisions of the
Occupational Health and Safety Act (OHSA) and the Regulations promulgated
thereunder.**

**I furthermore confirm that I am/we are registered with the Compensation
Commissioner and that all registration and assessment monies due to the Compensation
Commissioner have been fully paid or that I/We are insured with an approved licensed
compensation insurer.**

COID ACT Registration Number: _____

**OR Compensation Insurer: _____ Policy
No.:**

**I undertake to appoint, where required, suitable competent persons, in writing, in terms
of the requirements of OHSA and the Regulations and to charge him/them with the duty
of ensuring that the provisions of OHSA and Regulations as well as the Council's Special
Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered
to as far as reasonably practicable.**

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I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at _____ on the day _____ of _____
20 _____

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at _____ on the day _____ of _____
20 _____

SIGNED BY/ON BEHALF OF Error! Reference source not found.

NAME

SIGNATURE

DATE

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.

The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.

Discipline in the interests of occupational health and safety shall be strictly enforced.

Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

No substandard equipment/machinery/articles or substances shall be used on the site.

All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

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The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.

No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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Part C2: Pricing Data and Bill of Quantities

0 Pricing Instructions

0 Bill Of Quantities

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Pricing Instructions

Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	_____	per
cent		m ² .pass	_____
=		square metre-pass	
h	=	_____	hou
r		m ³	_____
=		cubic metre	
ha	=	_____	hectar
e		m ³ .km	_____
=		cubic metre-kilometre	
kg	=	_____	kilogra
m		MN	_____
=		meganewton	
k·	=	_____	kilolitr
e		MN.m	_____
=		meganewton-metre	
km	=	_____	kilometr
e		MPa	_____
=		megapascal	
km-pass	=	_____	kilometre-
pass		No.	_____
=		number	
kPa	=	_____	kilopasca
l		Prov	
sum	=	_____	Provisional sum

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kW	=	_____	kilowat
t	P	_____	C
sum	=	_____	Prime Cost sum
.	=	_____	litr
e	sum	_____	
=	lump sum	_____	
m	=	_____	metr
e	t	_____	
=	ton (1 000 kg)	_____	
mm	=	_____	millimetr
e	W/day	_____	
=	Work day	_____	
m2	=	_____	square metre

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

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

The quantities set out in the Bill 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.

Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities.

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Bill of Quantities

Refer to the attached Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	PRELIMINARY AND GENERAL				
1,1	FIXED-CHARGE ITEMS				
1.1.1	Contractual requirements	Sum	1,00		
	Provision of facilities on site:				
	1) Facilities for Engineer:				
	a) Engineers Office Type 2 and parking (No.=2)	Sum	1,00		
	b) Nameboards (No=2)	Sum	1,00		
	c) Communication	Prov Sum	1,00		
	d) Overhead profit on item above	%	0.1		
	e) Meeting room Type 1	Sum	1,00		
	f) Latrine facilities	Sum	1,00		
1.1.2	2. Facilities for the contractor:				
	a) Offices and storage sheds	Sum	1,00		
	b) Ablution and latrine facilities	Sum	1,00		
	c) Tools and equipment	Sum	1,00		
	d) Access (See Sub Clause 5.8)	Sum	1,00		
	e) Plant	Sum	1,00		
	f) Water supplies and electric power	Sum	1,00		
	g) Dealing with water	Sum	1,00		
	OHS Act Obligations (Compilation of OHS Act file)	Sum	1,00		
	EMP Obligations	Sum	1,00		
1.1.3	Removal of site Establishment	Sum	1,00		
1,2	TIME RELATED ITEMS				
1,1,2	Contractual requirements	Month	18,00		
1,2,2	Facilities for the Engineer				
	a) Engineers Office and parking (No.=2)	Month	18,00		
	b) Nameboards (No=2)	Month	18,00		

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	c) Communication	Prov Sum	1,00		
	d) Overhead profit on item above	%	0.1		
	e) Meeting room	Month	18,00		
	f) Latrine facilities	Month	18,00		
1,2,3	Facilities for the Contractor				
	a) Offices and storage sheds	Month	18,00		
	b) Ablution and latrine facilities	Month	18,00		
	c) Tools and equipment	Month	18,00		
	d) Access (See Sub Clause 5.8)	Month	18,00		
	e) Plant	Month	18,00		
	f) Water supplies and electric power	Month	18,00		
	g) Dealing with water	Month	18,00		
	h) Supervision for the duration of construction	Month	18,00		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	i) Company and head office overhead costs for the duration of the Contract	Month	18,00		
	j) Implementation and compliance with OHAS Acts	Month	18,00		
	k) Security Services	Month	18,00		
TOTAL CARRIED TO SUMMARY					R
2	BOREHOLE CONSTRUCTION & REHABILITATION				
2,1	BOREHOLE DRILLING				
	Establishment of Own Facilities to Site				
2,1,1	Mobilisation and set-up of plant to/at first borehole	Sum	1,00		
2,1,2	Set-up of plant per boreholes (after first) up to 10km	No	1,00		
	Inter-hole moves				
2,1,3	For distances exceeding 10 km	Km	30,00		
2,1,4	De-establishment from site				
2,1,5	0 to 500 km	Sum	1,00		
2,2	DRILLING (Unconsolidated and consolidated sediments, igneous, metamorphic and fractured carbonate rocks)				
	Rotary air percussion with foam – 0 to 150 m				
2,2,1	165 mm diameter	m	900,00		
2,2,2	203 mm diameter	m	900,00		

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2,3	CASING (supplied, delivered and installed) (steel bevel-edged plain)				
2,3,1	165 mm ID (minimum wall thickness 4 mm)	m			
2,3,2	215 mm ID (minimum wall thickness 4.5 mm)	m	900,00		
2,3,3	254 mm ID (minimum wall thickness 4.5 mm)	m			
2,3,4	BOREHOLE DISINFECTION (complete per borehole)	No	11,00		
2,3,5	BOREHOLE PROTECTION (complete per borehole) (including concrete collar, sanitary seal and casing lid)	No	11,00		
2,3,6	BOREHOLE MARKING (complete per borehole)	No	11,00		
2,3,7	DATA RECORDING AND REPORTING (complete per borehole)	No	11,00		
2,3,8	Development of Borehole (also for blow yield)	Hr			
2,4	REHABILITATION				
	EQUIPMENT REMOVAL AND RE-INSTALLATION				
	Hand pump, Windmills, Motorized, installations 25 to				
	65mm pipes				
2,4,1	Removal for 1st 100m depth	No	5,00		
2,4,2	Removal from depths extra-over 100m	m			
2,4,3	Re-installation to 100m depth	No			
2,4,4	Re-installation to depths extra-over 100m	m			
	Motorized installations above 65mm pipes				
2,4,5	Removal for 1st 100m depth	No	5,00		
2,4,6	Removal from depths extra-over 100m	m			
2,4,7	Re-installation to 100m depth	No			
2,4,8	Re-installation to depths extra-over 100m	m			
	Bore head superstructure				
2,4,9	Dismantling of superstructure	No	5,00		
ITEM	DECSRIPTION	UNIT	QTY	RATE	AMOUNT
2,4,10	Re-assembly of superstructure	No			
2,4,11	Remove windmill from borehole	No			

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2,4,12	Fit / install windmill back onto borehole	No			
2,5	BOREHOLE TEST PUMPING				
2,5,1	Mobilisation and set-up of testing equipment to/at first borehole				
2,5,2	0 to 500 km	Sum	1,00		
2,5,3	500 to 1000 km	Sum			
2,5,4	Greater than 1000 km	Sum			
	Set-up of equipment per boreholes (after first)	No	1,00		
	Inter-hole moves				
2,5,5	For distances up to 10 km	No	9,00		
2,5,6	For distances exceeding 10 km	Km			
	De-establishment from site				
2,5,7	0 to 500 km	Sum	1,00		
2,5,8	500 to 1000 km	Sum			
2,5,9	Greater than 1000 km	Sum			
	TEST PUMPING –				
	Installation of Test Pump (depth up to 120m)				
2,5,10	For yield up to 10 ℓ/s	No	13,00		
2,5,11	For yield greater than 10 ℓ/s to max 25ℓ/s	No			
2,5,13	Step Test (24Hrs per borehole)	No			
2,5,14	Constant Discharge	No	13,00		
2,5,15	Calibration Test	No			
2,5,16	Test Pumping Report	No	1,00		
2,5,17	Water quality analysis (sampling and testing)	Sum	1,00		
2,6	BOREHOLE RISER PIPE				
2,6,1	50mm diameter class HDPE PN12.5	m	4000		
2,7	BOREHOLES PUMP HOUSE STRUCTURE				
2,7,1	Pump-house complete as per drawing	no	3,00		
2,8	MECHANICAL EQUIPMENT				
2,8,1	Treat plant scheme for a single rising main	no	3,00		
2,8,2	Supply and Install pumps	no	11,00		
TOTAL CARRIED TO SUMMARY					R
3	PIPE LINES				

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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3,1	SITE CLEARANCE				
3.1.1	Clear and grub(1.0 metre wide strip)	m	25 264		
3.1.2	Remove topsoil to nominal depth of 150mm and stockpile and reinstate	m³	3 789,60		
	Remove and grub large trees and tree stumps of girth:				
3.1.3	Over 1,0 m and up to and including 2,0 m	no	25,00		
3.1.4	Over 2,0 m and up to and including 3,0 m	no	5,00		
3.1.5	Transport materials and debris to	m³-km	200,00		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	unspecified site and dump (Provisional)				
3,2	EARTHWORKS				
	Excavate in all material for trenches and dispose of surplus material using labour intensive construction methods for the depths of:				
3.2.1	a) Over 0,0m and up to 1,0m	m	25264,00		
3.2.2	b) Over 1,0m and up to 2.0m	m	-		
3.2.3	c) Over 2m	m	-		
3.2.4	Extra over Item 3.1 for :				
3.2.5	1) Intermediate excavation.	m³	5 625,00		
3.2.6	2) Hard rock excavation.	m³	1 200,00		
	Excavation Ancillaries				
	Compaction in road reserve				
3.2.8	a) Additional compaction to 93% mod AASHTO density in road reserves	m³	10,00		
	Existing services that intersect or adjoin a pipe trench				
	a) Services that intersect a trench				
3.2.9	i) Cables.	No.	10,00		
	b) Services that adjoin a trench				
3.2.10	i) Cables.	m	100,00		
	b) Services that adjoin a trench				
3.2.11	i) Cables.	m			
3,3	BEDDING (PIPES)				
	Provision of bedding from trench excavation				

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3.3.1	a) Selected granular material	m ³	3 000,00		
3.3.2	b) Selected fill material	m ³	2 000,00		
	Provision of bedding imported from commercial sources				
3.3.3	a) Selected fill material for blanket	m ³	1 756,00		
3.3.4	b) Selected granular material	m ³	1 453,00		
3.3.5	c) 19mm stones	m ³	-		
3,4	MEDIUM PRESSURE PIPELINES				
	Supply, lay, bed (class B bedding), test and disinfect, backfill complete with victaulic couplings denso wrapped, high impact PVC-O, PN 25 pipes:				
3.4.1	a).DN110	m	7 272,00		
3.4.2	b).DN90	m	4 642,00		
	b).DN75	m	8 802,00		
	c) 50 mm hdpe	m	4 547,00		
	Extra-over for the supply, lay and bedding of specials couplings:				
	a) uPVC pipes				
	DN110				
3.4.3	i) 11.5°	No	15,00		
3.4.4	ii) 22.5°	No	18,00		
3.4.5	iii) 45°	No	2,00		
3.4.6	iv) 90°	No	2,00		
	DN90				
3.4.7	i) 11.5°	No	7,00		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.4.8	ii) 22.5°	No	6,00		
3.4.9	iii) 45°	No	1,00		
3.4.10	iv) 90°	No	2,00		
	DN75				
3.4.11	i) 11.5°	No	16,00		
3.4.12	ii) 22.5°	No	12,00		
3.4.13	iii) 45°	No	4,00		
3.4.14	iv) 90°	No	1,00		
3.4.15	110 X 75 Reducer	No	4,00		
3.4.16	110x 50 Reducer	No	6,00		
3.4.17	75 x 50 Reducer	No	6,00		
3.4.18	50x 50 Tee	No	4,00		
3.4.19	75 Tee	No	4,00		
3.4.20	110 Tee	No	4,00		
3.4.21	110 end cap	No	5,00		

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UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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	Supply install isolation valves complete in a chamber				
3.4.22	DN50	No	5,0		
3.4.23	DN100	No	5,0		
3.4.24	DN75	No	5,0		
	Supply install valves complete in a chamber				
3.4.25	25 mm double orifice air value, complete in a chamber	No	6,00		
3.4.26	Supply install no-return valves complete in a chamber	No	6,00		
3.4.27	Supply install scour valves complete in a chamber	No	6,00		
3.4.28	Construct Standpipe Complete with fittings	No	21,00		
3,5	Sundry Items				
3,5.1	i) Concrete Thrust blocks	Sum	1,00		
3.5.2	iii Testing and commissioning	Sum	1,00		
3.5.3	iii) Pipe line markers	Sum	1,00		
TOTAL CARRIED TO SUMMARY					R
4	STORAGE TANKS				
4,1	DESIGN,SUPPLY & INSTALL COMPLETE WITH FITTINGS				
4.1.1	100 KL tank on 10m steel stand	No	1,00		
4.1.2	64 KL tank on 10m steel stand	No	1,00		
4.1.3	27 KL tank on 10m steel stand	No	1,00		
4.1.4	60 000 litres on concrete , platform 500mm above ground	No	1,00		
4,2	REPAIR LEAKS, STEEL TANKS				
4.2.1	Repair 144 000 litres ground steel panel tank	No	2,00		
4.2.2	Repair 120 000 litres on 18 meters stand	No	1,00		
4,2	SUNDRY				
4.2.1	Testing & commissioning	sum	1,00		
TOTAL CARRIED TO SUMMARY					R

Summary of Bill of Quantities

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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ITEM	DESCRIPTION	AMOUNT
Section 1	PRELIMINARY AND GENERAL	R
Section 2	BOREHOLES CONSTRUCTION & REHABILITATION	R
Section 3	PIPELINES	R
Section 4	STORAGE TANKS	R
Sub-Total		R
Provisional sum: Allowance for Contingencies (6.85% of Sub-Total)		R
Total Construction Cost		R
Value Added Tax at 15%		R
Tender Closing Amount		R

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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TIME FOR COMPLETION OF CONTRACT:
AS STATED IN THE FORM OF OFFER (PAGE Error! Bookmark not defined.).

SIGNED BY/ON BEHALF OF TENDERER



NAME



SIGNATURE



DATE



COMPANY STAMP

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Declaration

(In respect of completeness of Tender)

UMKHANYAKUDE DISTRICT MUNICIPALITY

Harlingen No. 13433

Kingfisher Road

Mkuze

3965

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part 0 of this Contract Document comprising 152 pages + the Bill of Quantities comprising 11 pages in consecutive order upon which my/our tender for the CONTRACT NO: WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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Part C3: Scope of Work

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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

Drawings

Scope of Work

Specifications

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY
SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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CONTRACT NO.

WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Description of the Works

Employer's Objectives

The objective of the employer is to address the growing water supply crisis for domestic use within the Umkhanyakude District Municipality, by upgrading existing and constructing new water supply infrastructure in identified areas. The aim is to increase groundwater extraction capacity and storage, as well as to provide efficient reticulation to eradicate the drastic shortage of water supply for domestic use.

Overview of the Works

Ten adequately equipped production boreholes in the identified areas of uMhlabuyalingana. Reinstating five of the existing boreholes to working boreholes.

Extent of the Works

The Works to be carried out by the Contractor under this Contract comprise of the following:

New Works:

LOCATION	DESCRIPTION OF SCOPE
Mshudu WTP	2 new boreholes required located inside the Mshudu WTP Boreholes must be fully equipped Sampling and testing Borehole development Boreholes will be connected to existing infrastructure (electrical and piping) Supply and install a 60kL raw water storage tank at Mshudu Water Treatment Plant on a concrete platform 500 mm above ground level, refer to drawings.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY
SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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Mfakubheka and Kwamulawu	2 new boreholes on each site Boreholes must be fully equipped Sampling and testing
Manguzi, Gazini and Mahlenga	Borehole development Supply and install onsite water treatment Construct a pump house Construction of 60kL, 100kL and 27kL water storage tank elevated at 10m respectively.
Mloli	Construction of 110 mm diameter gravity line of 1770 m at Mloli and 75mm of 576m rising line. Construction of 75 mm, 2514 m, 50 mm of 1777 m and 6 standpipes at Mloli. Construction of 110 mm diameter gravity line at KwaMulawu & Mfakubheka of 3300m and 75mm of 1502m rising line. Construction of 75 mm, 2476m, 50 mm 1230 and 7 standpipes at KwaMulawu & Mfakubheka. Construction of 110 mm diameter gravity line at Mankunzi, Gazini & Mahlenga of 1489mm and 90mm of 4642 m rising line. Construction of 75 mm, 636m, 50 mm of 1540 and 8 standpipes at Mankunzi, Gazini & Mahlenga

The Drilling Contractor will function under the direct supervision of the Engineering Consultant. This does not imply that the Drilling Contractor is absolved from any responsibility, but rather that all drilling activities will be approached through communication and discussion between the Engineering Consultant and the Drilling Contractor with a view to developing the most suitable and mutually acceptable finished product.

The recommended drilling depth is between 80mm to 100mm and maximum depth of 150mm through unconsolidated sands. With a water table lying approximately 20m below ground level.

Minimum end of the hole diameter of 165mm will be acceptable.

The final borehole design will depend on the hydrogeological conditions encountered on site and the Engineering Consultant will determine final design in collaboration and agreement with the drilling contractor.

Preferred drilling technique to be used is rotary air percussion with foam flush.

Any deviation from the borehole diameter specified above or on the specification standard must be accepted by the Consultant.

Drilling data must be adequately logged and must be readily available to the consultant upon request.

Borehole casing must be supplied, delivered and installed by Contractor.

All casing to be plain steel, bevel edged.

Perforated, or slotted, steel casing is to be installed where a casing string inserted into a borehole will extend across a water-bearing horizon. The perforations or slots will allow the groundwater to enter the borehole. These perforations or slots must be prefabricated to ensure that they are uniform, straight and free of clogging or bridging material. Slots should be 300 mm in length, 3-4 mm wide and positioned in bands around the circumference of the casing.

The decision to use plain or slotted casing must be finalised by the Consultant.

Borehole diameter must at least be 50mm greater than the casing diameter.

The boreholes must be vertical and straight. This must be tested, measured and recorded according to the standard specification, after the completion of each run using the dummy test.

A borehole will be declared lost by the Engineering Consultant in the event that it cannot be completed satisfactorily due to factors such as the irrecoverable loss of drilling equipment, materials or tools therein, accidents to plant or heavy machinery, failure to pass a straightness or verticality test.

The Drilling Contractor will then have the option to remedy the situation to the satisfaction of the Engineering Consultant or, alternatively, to declare the situation irretrievable. No payment shall be made for any work done, materials used or time spent by the Drilling Contractor on a lost borehole. Furthermore, the cost of any materials recovered in a damaged state from a lost borehole will be borne by the Drilling Contractor.

A borehole that is declared lost shall be replaced with a new borehole to be constructed by the Drilling Contractor at a position indicated by the Engineering Consultant.

Contractor to supply casing lids, sanitary seal and a concrete collar to secure the borehole from any form of contamination, be it through ingress of direct contamination and provide wall stability.

Backfill must be filled to sanitary seal level.

Pump sizing will only be determined once the yield testing has been completed.

Pump house will be constructed as per Drawings.

The following test will be carried out according to specification, groundwater sampling and monitoring, pump testing and constant discharge test.

The contractor needs to ensure that the site is secured at all times, site security remains the responsibility of the contractor for the duration of the project

A riser pipe must be installed for the collection of raw water from the borehole to the raw water storage tank.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY
SCHEME: UPGRADING OF THENGANI WSS AND MSHUDU BOREHOLES AT UMHLABUYALINGANA LOCAL
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Contractor to supply and install an onsite water treatment where there is no treatment facility.

All boreholes must be cleaned and disinfected by means of chlorination.

The Hydrogeologist must ensure that all the boreholes have their unique numbers/identification in order to be adequately marked by the Contractor.

All pipe work to be laid on approved bedding and backfilled with approved fill material.

Existing boreholes:

LOCATION	DESCRIPTION OF SCOPE
Mshudu WTP	Refurbish existing 144kL clear water storage tank.

Thengani WTP	Yield testing 5 existing boreholes. Make good 3 boreholes with high yield amongst the identified boreholes, refer C3.4.1 for borehole location.
---------------------	--

The Contractor is required to undertake an assessment to evaluate the extent of the work before commencement of the rehabilitation.

All of the existing equipment must be carefully extracted from the borehole.

The said equipment must be inspected for possible re-use.

The following test will be carried out according to specification, groundwater sampling and monitoring, pump testing and constant discharge test.

Any rehabilitation/additional works carried out by the contractor must be approved by the Hydrogeologist.

Location of the Works

New Boreholes

The new boreholes are located in different locations. All within the Mhlabuyalingana area, under the Umkhanyakude District. They are all strategically placed. There are boreholes to be drilled at the Mshudu Water Treatment Plant, to increase the capacity at the plants. Mfakubheka area which will feed Mfakubheka and Kwamulawu. Then lastly we have Gazini area which will feed Gazini, Mahlenga and Mankunzi.

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Existing Boreholes

These are the exact locations of the existing boreholes.

LOCATION	LATITUDE	LONGITUDE
Thengani WTP	-27.0149347	32.7091140
Thengani WTP	-27.0161342	32.6962927
Thengani WTP	-27.0197255	32.6844397
Thengani WTP	-27.0418615	32.6472300
Thengani WTP	-27.0263373	32.6981145

Description of Site and Access

The areas covered are found North of R22 Provincial Road heading 12km towards the Manguzi Central Business District. The sites can be accessed from town (Manguzi) through the road A1071 and various gravel roads that are not named on the road GIS system.

Temporary works

The Contractor shall obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works will include the following:

- (a) Placing and removal of barricades where required.**
- (b) All facilities within the Contractor's construction camp. The design shall comply with the specifications where provided in these documents and all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.**

CONTRACT NO. MW/35/1/2022/2023

WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Engineering

Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design _____ Employer

Documentation to tender stage _____ Employer

Detail design to approved for construction stage _____ Employer

Preparation of record drawings Employer, the Contractor however has to provide the relevant information to the Employer to compile the record drawings.

Temporary works Contractor, design and drawings to be approved by the Employer

Employer's Design

The entire Permanent Works have been designed by the Employers representative, i.e. the Engineer.

Drawings

The Contractor shall use only the dimensions stated in figures on the drawings in setting out the Works, and dimensions shall not be scaled from the drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the drawings.

The Contractor shall ensure that accurate records are kept of all infrastructure installed or relocated during the contract. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

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The drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

Design Procedures

All statutory requirements shall be taken into consideration.

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WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Procurement

Preferential Procurement Procedures

Requirements

The work shall be executed in accordance with the conditions associated in this document.

Resource Standard Pertaining to Targeted Procurement

Refer to C1.3.

Subcontracting

Scope of Mandatory Subcontract Works

Not applicable.

Preferred Subcontractors / Suppliers

Refer to C1.4.

Subcontracting Procedures

Subcontractors shall submit a Health and Safety Plan to be approved by the Engineer.

Attendance on Subcontractors

Not applicable.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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Construction

Works Specifications

Applicable SANS 2001 Standards

The following SANS 2001 standard(s) for construction works are applicable:

SABS		1200
A		
	_____ General (1986)	
SABS		1200
AB		
	_____ Engineer's office (1986)	
SABS		1200
C		
	_____ Site clearance (1980)	
SABS		1200
LC		
	_____ Cable ducts (1981)	
SABS		1200
LF		
	_____ Erf connections (water) (1983)	
SABS		1200
G		
	_____ Concrete (structural) (1982)	
SABS		
1200LE		

SANS	Stormwater Drainage (1982)	10299:2003
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___ **Development, Maintenance and Management of Groundwater**

SANS	Resources	—
1:2015	241	

___ **Drinking Water**

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

It shall be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

Particular Specifications

The work shall be conducted in accordance with the norms and standards of the drilling industry in South Africa. Guidance in this regard is provided in "Minimum Standards and Guidelines for Groundwater Resource Development for Community, Water Supply and Sanitation Programme."(DWAF,1997).

**Health and Safety Regulations
Environmental Management Plan
Drawings**

Site Establishment

Services and facilities provided by the Employer

Area for Contractor's site establishment

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting. The contractor shall submit

a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

Facilities provided by the Contractor

Facilities for Engineer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

Office accommodation

Carports

Meeting venue

Contract nameboard

Telephone facilities

Computer facilities

- (a) Microsoft Windows 7**
- (b) MS-Office 2010**

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

i Electricity supply for the Engineer **vi**

All electricity supply to the Engineer's office(s), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

Permits and wayleaves

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

Features requiring special attention

Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

Subcontractor

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

Employment of local labour

It is intended that the contractor must make the maximum possible use of the local labour force which is at present under-employed. To this end the Contractor shall limit

the use of non-local staff to key personnel only and is to employ local labour on this Contract as set out in 3.3.3.1 and C 3.3.3.2.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee. The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- i) the unavailability of sufficient numbers of local labourers to execute the work;**
- ii) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.**

In both cases the Tenderer shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting

the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

Workmanship and quality

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the

Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

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

Survey control and setting out of the works

Before commencement of work, the Contractor shall liaise with the Engineer to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor's cost.

Extension of time due to abnormal rainfall

Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 8 and Clause 10 of the Conditions of Contract.

Construction Equipment

Requirements for Equipment

Equipment necessary for the construction of boreholes. The Hydrogeological Consultant will have the right to inspect the equipment to be used prior to commencement of the works. If the Hydrogeological Consultant considers the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he will have the right to call upon the Contractor to put such equipment in order within seven (7) days or, alternatively, to remove such plant and replace it with other plant or equipment which he considers necessary to meet the requirements of the Contract.

Existing Services

The Contractor shall familiarize himself with all existing services and liaise with all relevant authorities for the location and detection of existing services. The Contractor shall at all times exercise the utmost care when working in the vicinity of existing services and shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably have been ascertained by him in good time. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

Variations and Additions to the SANS 1200 Standardised Specifications

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

VARIATIONS AND ADDITIONS TO THE STANDARD SANS 1200 SPECIFICATIONS

SABS 1200 A: general

PSA2.8 Schedule of Quantities

PSA2.8.1 Principle:

Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Engineer and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 37.1.3 of the General Conditions of _____ Contract 2004.

PSA3 MATERIALS

PSA7 TESTING

PSA7.2 Approved Laboratories

In addition to content of this clause 7.2, testing laboratory to be used for water quality analysis must be SANAS accredited. The Contractor shall make due allowance for testing procedures in the construction programme.

PSA8.2 PAYMENT

PSA8.2.2 Time-Related Items

Add the following:

Where extension of time is approved, payment for time-related items shall only be applicable to working days _____ as defined in the Contract.

PSA8.5 COMMUNITY LIAISON OFFICER

An allowance of R6000.00 per month for the Community Liaison Officer (CLO) shall be reimbursed through the _____ contract.

PSA9* RECORD DRAWING INFORMATION

As the Works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a monthly basis. No extra payment shall be made for preparation of these as-built plans.

The Certificate of Completion shall only be issued once all the as-built information has been received and verified _____ by the Engineer.

PSA11* SITE INSTRUCTIONS

The Engineer shall supply a site instruction book for specific use on the Site. All instructions given by the Engineer's Representative must be confirmed and countersigned by the Engineer.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice time shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing.

SABS 1200 AB: ENGINEER'S OFFICE

PSAB MATERIALS

PSAB3.1 NAME BOARDS

Add the following:

Erection of the Contractor's name board of maximum size 3 x 3 m will be allowed in the area of the Works, at a position approved by the Engineer, who may at any time order it's removal if any objections are received.

Two Employer's name board shall be erected within one month of the commencement of construction and shall be placed where ordered by the Engineer. Any damage to this board shall be repaired within 14 days of a written instruction received from the Engineer.

The board shall be manufactured from materials specified in Clause 3.1 of SABS 1200 AB but shall conform in the painting, decorating and detail with the recommendations for the Standard Board of the South African Association of Consulting Engineers.

All name boards shall be removed 14 days prior to the date of the Final Approval Certificate.

PSAB3.2 OFFICE BUILDING(S)

The Contractor shall supply, maintain and service a boardroom for 20 m2 minimum floor area able to seat 10 people or joint use by him and the Employer. This room shall be equipped with adequate lighting, chairs, tables, _____heater/air condition, a 2 m2 notice board, a 2 m2 whiteboard and two suitable power points

The Contractor shall supply, maintain and service one office of minimum size 10m2 with lighting for the sole use of the Engineer's Representative and the Employer. In addition to the furniture stated the following items shall be installed in the office:

The Contractor shall also supply and maintain two corrugated iron covered carports with closed sides and gravelled floor for the sole use of the Engineer's Representative and the Employer.

**One desk and 2 chairs
One plan rack
One notice board of 2 m2 size
One whiteboard of 2 m2 size
Two power points
Heater/air conditioner**

PSAB4 PLANT

PSAB4.1 TELEPHONE

Replace clause 4.1 with the following:

A cellular telephone allowance of R1000.00 per month for calls by the Engineers' Representative shall be _____ reimbursed through the Contract.

PSAB5.6* SURVEY EQUIPMENT

The Contractor shall upon request provide the following survey equipment on the Site from the commencement _____ to the completion of the Works.

1 tacheometer capable of reading to 20 seconds of arc or total survey station

_____ **1 engineers level and levelling staff**
_____ **2 tacheometer staves graduated metrically.**
_____ **1 steel tape of 100 m length.**

_____ **Wooden and steel pegs and hammers as required.**

The equipment may by arrangement be shared between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall also maintain the equipment in good working order throughout the Contract period.

Upon completion of the whole of the Works, ownership of the equipment shall revert to the Contractor.

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WARD 12 - GAZINI , THENGANI WSS AND MSHUDU BOREHOLES UPGRADE

Management

Management of the Works

Applicable SANS 1921 Standards

As specified under Clause 3.4.

Particular Specification

As specified under Clause 3.4.

Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Clause 5.5 of the Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor's attention is also drawn to C3.4.10.

Sequence of The Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

Software Application for Programming

Not applicable.

Methods And Procedures

The Works shall be executed in terms of the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Quality Plans and Control

A Quality Management Plan must be submitted for approval.

An ISO 9001:2015 certified system will be preferred.

Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations, and must adhere to the Environmental Management Plan.

Other Contractors on Site

Refer to PSC 3.1, the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Testing, Completion, Commissioning and Correction of Defects

Refer the various and applicable SANS/SABS specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Recording of Weather

Refer to C3.4.2.6.

Format of Communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

Site Communication and Request Book.

Safety File containing all relevant safety data.

Daily register of all labour, plant and equipment.

Quality Control file containing all quality control/assurance forms and records.

One full set of Contract Drawings and documents.

Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

Key Personnel

Key personnel shall be on site at all times to control and supervise construction activities.

Management Meetings

The Contractor shall have regular site management meetings to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

Forms for Contract Administration

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

Electronic Payments

Not applicable.

Daily Records

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Bonds And Guarantees

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Payment Certificates

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Permits

Not applicable.

Proof of Compliance with the Law

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Insurance Provided by the Employer

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

Health and Safety Requirements and Procedures

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 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 potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document.

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

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

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

Protection of the Public

The contractors shall at all times ensure that his operations do not endanger any member of the public. The area is within and adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

Barricades and Lighting

The Contractor shall comply with the Occupational Health and Safety Act (1993), the Construction Regulations (2014) and the Employers Health and Safety specification provided in the Appendix A.

Measures Against Disease and Epidemics

Refer to C3.4 and the Construction Regulations for sanitary requirements.

Aids Awareness

As per the Contractor's Health and Safety Plan.

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COVID-19 Compliance

As per the Contractor's Health and Safety Plan.

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Annex Health and Safety Specifications Provided by the Employer

The UMKHANYAKUDE DISTRICT MUNICIPALITY shall provide the relevant organisational Health and Safety Specifications.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE GAZINI, WARD 12 WATER SUPPLY SCHEME:
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Annex Construction Environmental Management Plan

A project specific Environmental Management Plan shall be made available by the UMKHANYAKUDE DISTRICT MUNICIPALITY during the construction phase. The Contractor shall be required to fully comply with the requirements of the Environmental Management Plan.

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Annex Drawings

Issued Separately

NOTE:

Originals of reduced drawings are available for inspection at the offices of the Engineer, or copies may be purchased by arrangement with the Engineer. No claims for misunderstanding reduced drawings will be considered.