

NKOMAZI LOCAL MUNICIPALITY



TENDER NO: NKO 48/2022

REFURBISHMENT OF HECTORSPRUIT WASTE WATER TREATMENT WORKS

ISSUED BY
NKOMAZI LOCAL MUNICIPALITY



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Malelane
1320
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Enquiries: D. Sifunda

PREPARED BY:
YBS CONSULTING



55 Belladonna Street
Mbombela, 1200
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Cell: 081 488 280
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Enquiries: R. Chihwehwe Pr. Eng.

Tenderer

Total of the prices inclusive of value added tax: R

Preferences claimed for : (tick relevant boxes)

☐ B-BBEE Status level Contributor

CIDB GRADING CLASS 6CE, 3ME or higher

CLOSING DATE & TIME: 21 NOVEMBER 2022 AT 12H00

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

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NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

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Nkomazi Local Municipality

TENDER NOTICE & INVITATION TO TENDER

TENDER NO: NKO 48/2022

REFURBISHMENT OF HECTORSPRUIT WASTE WATER TREATMENT WORKS FOR NKOMAZI LOCAL MUNICIPALITY

The Nkomazi Municipality cordially invites interested parties to tender / bid for the: **Refurbishment of Hectorspruit Waste Water Treatment Works for Nkomazi Local Municipality**, In terms of Section 110 of the Municipal Finance Management Act, 2003 (No.56 of 2003). Tenders will be evaluated on 80/20 points system in line with Nkomazi Local Municipality Supply Chain Management Policy. Part of the conditions of this tender is that the service provider's attention is drawn towards the requirement of MBD 6.2 (Local Content) as per attached Annexure in the tender document: as such **Pumps and Medium Voltage Motors** to be supplied must be 70%, **Valves products and actuators** 70% and **Steel Products and Component for Construction** 100% respectively locally manufactured. Tenderers should have a minimum CIDB Grading of Class **6CE, 3ME** or Higher.

Tender documents with complete details are available upon payment of a non-refundable amount of R1,425.73 on each tender document or can be downloaded for free from the e-Tender or Nkomazi website. Tender documents will be available from **20/10/2022** and can be obtained at Nkomazi Local municipality: Budget and Treasury (Old Malalane Taxi Rank) Impala Street from the Cashiers Desk from 07h45 to 15h30 (Monday to Friday).

A compulsory tenderer and site briefing session will be held on **26/10/2022 at 10h00** at Municipal Town Hall (KOBWA Hall) at Fish Eagle, only tenderers who attended the above meeting shall be considered and no tenderer shall be allowed into the meeting venue and/or sign the attendance register without being part of the meeting.

Completed Bid documentation must be deposited in the tender box at office of the Nkomazi Local Municipality, 9 Park Street, Malalane, not later than 12h00 on/before the closing date of **21/11/2022**. Tenders/Bids must be submitted in a sealed envelope or container on which the tender bid number and addressee is clearly marked. No bids transmitted by fax or email will be accepted. It must be noted that the municipality is not bound to accept lowest or any tender.

Tender / bid documentation which is incomplete or filled incorrectly or not filled in on the official bid documentation or which is received after the close of the bids will be ignored. It must be noted that the tender submitted in a wrong tender box will not be considered. Nkomazi Local Municipality supports empowerment of the previously disadvantaged and SMMEs

For Supply Chain enquiries contact Miss F. Ndlovu at 013 7900386, and for technical enquiries contact Mrs. DL. Sifunda at 013 7900886.

**DR D NDLOVU
ACTING MUNICIPAL MANAGER**

NKOMAZI MUNICIPALITY

PRIVATE BAG X101 MALELANE 1320

20 -10- 2022

OFFICE OF THE MUNICIPAL MANAGER

MALELANE, ORANGE FREETOWN

20/10/2022
Date

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKOMAZI LOCAL MUNICIPALITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION	REFURBISHMENT OF HECTORSPRUIT WASTE WATER TREATMENT WORKS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

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

Nkomazi Local Municipality				
9 Park Street				
Malelane				
1320				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
I. 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]		II. 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]
III. TOTAL NUMBER OF ITEMS OFFERED			IV. TOTAL BID PRICE	R
V. SIGNATURE OF BIDDER		VI. DATE	
VII. CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Infrastructure Development		DEPARTMENT	Project Management
CONTACT PERSON	D Sifunda		CONTACT PERSON	T Tembo
TELEPHONE NUMBER	013 790 0245		TELEPHONE NUMBER	013 741 1429
FACSIMILE NUMBER	013 790 0886		FACSIMILE NUMBER	
E-MAIL ADDRESS	Dudu.Sifunda@nkomazi.gov.za		E-MAIL ADDRESS	admin@ybsprojects.co.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

The following conditions must be complied with:

Failure to comply with the following will render the tenderer liable to rejection:

- All pages must be completed, and all pages form part of the tender document, therefore no page removal is allowed.
- Scratching out / painting over rates / use of correcting fluid is not allowed.
- Failure to attend compulsory site inspections / compulsory briefing sessions in case is required.
- Failure to submit documents required in this document
- Form of tender not filled and signed and all pages of bid documents not initialed.
- Enterprise particulars not provided.
- The bid has been submitted after the closing date and time.
- Failure to initial or sign all Pages of the Tender documents

Compulsory returnable Documents: failure to return documents below is an automatic disqualification with

the exception of the BBBEE Status Certificate

- Attach Copy of SARS Tax Pin or tax clearance certificate
- Copy of Central Supplier Database Registration Report
- Certified copy of Company Registration (CK)
- A certified BBBEE Status certificate that is accredited by South African Accreditation Systems (SANA) or sworn affidavit must be attached for the tenderer to claim the
- Preferential points
- All declarations and authorisations must be duly signed.
- All returnable schedules must be completed
- Attach proof of rates and taxes not later than 3 months/Proof of Residence
- Copy of Authority for signatory (Must be in the company letter head)
- Certified Copy of CIDB grading

Every bid will be scored and awarded points out of a maximum of 100 points.

A fixed 10 points of the maximum of 100 points is allocated to calculate preference in terms of the BBBEE status.

A bidder must not be awarded the points claimed for BBBEE status level of contribution if it is indicated in the bid documents that such a bidder intends sub-contacting more than 25% of the contract value to any other enterprise that does not qualify for a least the same number of points that the bidder qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.

A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract

In relation to a designated sector, a contractor must not allow to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-
- Required by:
 - At:
.....
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCUEDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-----------------------	----------	-------------	--

- Required by:

- At:

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/Not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? YES / NO
- 3.8.1 If yes, furnish particulars.
.....

¹MSCM Regulations: “in the service of the state” means to be –

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

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

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

- 3.9.1 If yes, furnish particulars.....
.....

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. *YES / NO

.....

.....
2. Do you have any outstanding undisputed commitments for? municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of greater than R30 000, but less than or equal to R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand greater than R50 million (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R30 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

1.5 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.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution:..... =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? *YES / NO (delete which is not applicable)
- 8.1.1 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? *YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :

- 9.2 VAT registration number :

- 9.3 Company registration number

- 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

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

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

WITNESSES:

1.

1.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Valves and Actuators</u>	<u>70 %</u>
<u>Pumps and Medium Voltage Motors</u>	<u>70 %</u>
<u>Steel Products and Component for Construction</u>	<u>100 %</u>

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

IN RESPECT OF BID No.

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

.....

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

(D1)	Tender No.		NKO 48/2022			
(D2)	Tender description:		REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS			
(D3)	Designated Products:					
(D4)	Tender Authority:		NKOMAZI LOCAL MUNICIPALITY			
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula		EU		GBP

Note: VAT to be excluded from all calculations

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value

**This total must correspond with
Annex C - C 21**

Calculation of imported content

Summary

[illegible]

(D32) Total imported value by tenderer

Calculation of imported content

Summary

[illegible]

(D45) Total imported value by 3rd party

Calculation of foreign currency payments

Summary of payments

[illegible]

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		NKO 48/2022	Note: VAT to be excluded from all calculations
(E2)	Tender description:		REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS	
(E3)	Designated products:			
(E4)	Tender Authority:		NKOMAZI LOCAL MUNICIPALITY	
(E5)	Tendering Entity name:			

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	0		
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)			
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)			

(E13) Total local content	
This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

-
1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
 2. An official order indicating delivery instructions is forthcoming.
 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

3.

4.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the August 2006 edition of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is the NKOMAZI LOCAL MUNICIPALITY.
F.1.2	The tender documents issued by the employer comprise: THE TENDER Part T1 Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2 Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Safety Agreement Part C2 Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part C3 Scope of work C3 Scope of work Part C4 Site information C4 Site information Appendix A : Tender Drawings
F.1.4	The employer's agent is: Name: YBS Consulting (YBS Projects Pty Ltd t/a) Address: 55 Belladonna Street, Mbombela, 1200 Tel: 013 741 1429 Fax: 086 693 2975 E-mail: admin@ybsprojects.co.za

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- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CE, 3ME** class of construction work.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 6CE, 3ME class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **6CE, 3ME** class of construction work.

- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

- F.2.12 No alternative tender offers will be considered unless this tender is also submitted free of qualifications and strictly in accordance with the instructions given in the tender document.

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

- F.2.13 A two-envelope procedure will not be followed.

- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original only.

-
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown
F2.15.1 on each tender offer package are:

Location of tender box: Nkomazi Local Municipality Civic Centre in Malelane
Physical address: 9 Park Street, Malelane, 1320
Identification details:

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS
Tender no. NKO 48/2022
Closing date: 21 November 2022
Closing Time:12h00

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.23 The tenderer is required to submit with his tender,
- (1) a copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board;
 - (2) Attach Copy of SARS Tax Pin or tax clearance certificate
 - (3) where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit copies of the Certificates of Contractor Registration in respect of each partner
- F.3.4 Tenders will be opened immediately after the closing time for tenders at the municipal offices.
- F3.11 Responsive tenders will first be evaluated for quality according to the method specified in clause F.3.11.3. Tenderers scoring less than the minimum number of points for quality will not be considered further in the evaluation process.

F.3.11.3 The procedure for the evaluation of responsive tenders, and for tenders scoring over the minimum number of points required for quality, is Method 2

The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R1 000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R1 000 000

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Maximum No. of Points
Experience of Company	50
Experience of Key staff	25
Plant Equipment	10
Financial Status	15

Up to 10 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Functionality Competence Achievement Schedules

Company Experience (30 points)

Provide the name of current/recent contactable references for each project that the bidder has executed in the last five years. The information provided should include:

- Contract value
- Duration of contract
- Brief description of the services provided

Attach certified appointment letters and completion certificates of similar projects each with a value equal to or greater than R5million.

Evaluation will be based on the projects of a similar nature, executed in the past five (5) years. Only experience from the tendering entity, and not by staff members, shall be considered.

Tenderers are required to only attach appointment letters and completion certificates. Points will be allocated in the following manner;

Description	Points
Similar Construction project less than R5m	0
Similar Construction project from R5m but less than R10m	10
Similar Construction project from R10m but less than R5m	10
Similar Construction project from R15m but less than R20m	10
Similar Construction project from R20m and above	10

If you have a project to a value above R20m you will receive the maximum points. (ie 50 points)

Financial references (15 points)

	TARGETED GOALS	TENDERED GOAL	POINTS Claimed by tenderer	ALLOCATED POINTS
1	Tenderer submitted banking details - proof attached	2		
or				
2	Bank rating of "C" or higher (original letter) (Contractor to submit)	5		
plus				
3	Registered financial institution's full details as guarantor in the amount of 10% as specified for surety purposes shall be submitted (Submit letter of intent)	8		
	SUB TOTAL:	15.0 Max		

Ability of the contractor to finance working capital requirements before the first claim is paid by the client
(The bank letter submitted should not be older than 3 months).

Construction Team Key Personnel (25 points): Documents to be certified

Project Manager is required to have a BSc/BTech in Civil Engineering and have at least 5 years' construction experience OR a National Diploma (NDip.) in Civil Engineering and have at least 7 years' water construction experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

YEARS EXPERIENCE	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		1	2	3	4	5

Site Agent is required to have a National Diploma in Civil Engineering and have 5-10 years' construction experience with a minimum of 3 years in construction experience in a site agent's role, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

Mechanical Engineering Technician is required to have a National Diploma in Mechanical Engineering and have 5-10 years' construction experience with a minimum of 3 years pumps and fabrication experience as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification with experience in water projects of not less than two (2) years in LIC. Points will be allocated on a pro-rata basis for experience between 3 to 7 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

Safety officer on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification with experience in road projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

Experience	Returnable schedule Ref	Points
Provide certified qualifications for all Key Personnel for each category stated above.		25

Plant and Equipment (10 points)

Plant	Owned	Hired
1 x Excavator	2	1
2 x Tipper Trucks	4	2
1 x TLB	2	1
1 x roller	2	1
	10	5

Tenderer to attach relevant documentation proving ownership of the plant in order to achieve 100 % of points or letter of intent for hire in order to achieve 100% of points.

Plant and Equipment	Returnable schedule Ref	Points
<p>Provided detailed list of plant and equipment currently owned and certified proof of ownership must be attached for each plant and equipment stated in order to achieve 100% of points</p> <p>Or</p> <p>Provided letter of intent to lease plant and the letter must state the name of the Service provider and the available plant/equipment in order to achieve 100% of points</p>	Annexure L: Schedule of Plant & Equipment	20

SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)

item	Description	Maximum point to be allocated	Allocated points
1	Company experience minimum 3 years in water projects, Completion and Appointment Letters(Certified Copies)	(50)	
2	Financial References banking	(15)	
A	Tenderer submitted banking details - proof attached	2	

B	Bank rating of "C" or higher (original letter) (Contractor to submit)					5	
C	Registered financial institution's full details as guarantor in the amount of 10% as specified for surety purposes shall be submitted (Submit letter of intent)					8	
4	Key Personnel					(20)	
i	Project manager with BSc/Btech in civil engineering and have at least 5 years' water construction experience or National Diploma (Ndip) in civil and have at least 7 years water Construction experience in a contract manager role EXPERIENCE					5	
	BSc/Btech	5	6	7	8	10	
	NDip	7	8	9	10	12	
	Points	1	2	3	4	5	
ii	Site Agent N,D Civil engineering or NQF 5 and have 5-10 years' construction experience with a minimum 3 years in water projects in site agent role EXPERIENCE					5	
		5	6	7	8	10	
	Points	1	2	3	4	5	
iii	Site Foreman with at least NQF 2 qualification (LIC) or related qualification with experience in water projects on not less than 2 years EXPERIENCE					5	
		3	4	5	6	7	
	Points	1	2	3	4	5	
iv	Safety Officer with First Aid, OHS And SAMTRAC with experience in water projects of not less than 2 years. EXPERIENCE					5	
		2	3	4	5	6	
	Points	1	2	3	4	5	
v	Mechanical Engineering Technician with National Diploma in Mechanical Engineering and 5-10 years' construction experience with a minimum of 3 years pumps and fabrication						
		2	3	4	5	6	
	Points	1	2	3	4	5	
5	Plant and Equipment					(10)	
	Excavation					2	
	Tipper Truck					4	
	TLB					2	
	Smooth Drum Roller					2	
	Plant hired (HALF THE POINTS)						
	SUB -TOTAL					100	

2. B-BBEE STATUS

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer has submitted a copy of SARS Tax Pin or tax clearance certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- d) 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;
- e) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- g) The tenderer has completed the necessary quality schedules and has scored a minimum of 60 points for quality.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

The additional conditions of Tender are:

1. The Employer/Engineer may request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.
2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.
3. The Employer reserves the right to reduce the Scope of Works to within the available budget.
4. In addition the Employer may appoint more than one Contractor for the project, subject to the specific conditions agreed to in the Form of Acceptance.

Annex: Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent 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
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 Local office

In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Ehlanzeni Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **black 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 tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

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.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Nkomazi Local Municipality Civic Centre in Malelane
Physical address: 9 Park Street, Malelane, 1320

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.

A two-envelope procedure will **not** be followed.

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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

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

employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

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.

The tender offer validity period is **90 days**

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

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.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of a tax pin issued by SARS. Failure to provide a valid Tax Clearance Certificate may prejudice the tender and it may be rejected for such reason. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate.

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to 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.

The time and location for opening of the tender offers is:

Time: 12h00 on 21 November 2022
Location: 9 Park Street, Malelane, 1320

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then 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 above 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

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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.

Tenders will be considered non-responsive if, inter alia:

- the tenderer has not completed and signed the Offer portion of Part C1.1 Form of Offer and Acceptance.
- the tenderer does not comply with the eligibility criteria listed in F2.1 above.
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bills of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) 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 his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points.

	<p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
Method 3: Financial offer and quality	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Calculate total tender evaluation points.</p> <p>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
Method 4: Financial offer, quality and preferences	<p>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</p> <p>2) Score tender evaluation points for financial offer.</p> <p>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.</p> <p>4) Calculate total tender evaluation points.</p> <p>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>

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

F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Tender Offers will only be accepted on condition that:

- (a) the tender offer is signed by a person authorised to sign on behalf of the tenderer;
- (b) a valid Tax Pin is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (e) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (g) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;
- (h) The Tenderer has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;

-
- (i) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
 - (j) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - (a) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - (b) having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
 - (c) having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
 - (d) having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
 - (e) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
 - (f) The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.2 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F.4.3 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.4 Combating abuse of the Supply Chain Management Policy

In terms of the District's Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National

Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedule 5, Part T2.2: Returnable Schedules: Declaration in terms of the Municipal Finance Management Act. Failure to complete this schedule may result in the tender not being considered.

F.4.5 Consultancy services provided to organs of state

In terms of the Municipal Supply Chain Management Regulations (Notice 868 of 2005), and the District's Supply Chain Management Policy, tenderers must furnish the Municipality with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, tenderers shall complete Schedule 6, Part T2.2: Returnable Schedules. Failure to complete this schedule may result in the tender not being considered.

F.4.6 Price variations

The rates, prices, multipliers and percentages (as applicable) tendered in the activity schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.

F.4.7 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the service provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The service provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (included in C1.3 of the Contract Document), within 14 days of acceptance of this tender.

F.4.8 UIF payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.9 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 2) visited the site of any proposed works.
- 3) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

F.4.10 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer.

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents: (Originals or certified copies)

1. Returnable Schedules required only for tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Proposed amendments and qualifications
- C. Preferencing Schedule: Broad Based Black Economic Empowerment Status
- D. Compulsory Declaration
- E. Municipal declaration and returnable documents
- F. Certificate of Attendance at a Tender Site Meeting
- G. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- H. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor (Including certified ID copies of Directors)
- I. Schedule of Tenderer's Experience
- J. Schedule of Key Personnel
- K. Schedule of Sub-Contractors
- L. Schedule of plant and equipment
- M. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2. Other documents required only for tender evaluation purposes

- N. Competence Achievement Schedule
- O. BBBEE Certificate **SANAS** Accredited / Sworn affidavit
- P. Form of Intent to offer a Performance Guarantee
- Q. A copy Tax Clearance Certificate issued by the South African Revenue Services and a CSD report
- R. Certificate of Contractor Registration Issued by the CIDB
- S. Proof of Municipal account paid up for the Directors and the company

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTE WATER TREATMENT WORKS

T2.2 Returnable Schedule required only for tender evaluation purposes, Nkomazi Local Municipality Forms (ALL MBD Forms TO BE FILLED IN AND SIGNED BY TENDERER)

Annexure A: Record of Addenda to tender documents

We confirm the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Annexure B: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Annexure C: Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a :

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	Max points for preference
Level 1 contributor	20
Level 2 contributor	18
Level 3 contributor	14
Level 4 contributor	12
Level 5 contributor	8
Level 6 contributor	6
Level 7 or contributor	4
Level 8 contributor	2
Form not completed or no-complaint contributor	0

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - ☐ Generic code of good practice
 - ☐ Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: Name:

.....Duly authorised to

sign on behalf of: Telephone:

.....

Fax: Date :

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Annexure D: Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal

Identity number

Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

*

insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

.....

Name

Position

.....

Enterprise name.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure E: Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated	Nature of service, e.g, quantity surveying	Service

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(*tick one of the boxes and insert percentages if applicable*):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Date

Name

Position

Enterprise name

Annexure F: Certificate of Attendance at a tender site meeting

This is to certify that (*Tenderer*)

.....

Of (*address*).....

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

.....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Signature:

Capacity:

Name:

Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Annexure G: Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) **Certificate For Close Corporation**

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

..... hereby authorize Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(II) **Certificate For Partnership**

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

....., hereby authorize Mr/Ms,

acting in the capacity of, to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .
..... , authorised signatory of the company
..... , acting in the capacity of lead
partner, to sign all documents in connection with the tender offer and any contract resulting from it on
our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....

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

(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

Date:

1.....
2.

Annexure H: Registration Certificate of an Entity

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Annexure I: Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed.....

Date

Name

Position.....

Tenderer

.....

Annexure J: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						
.....						
.....						

Signed

Date

Name.....

Position

Tenderer

.....

Annexure K: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Annexure L: Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer.....

Annexure M: Proof of Workmen's Compensation Registration Certificate

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.

Annexure N: Competence Achievement Schedules

Functionality Points will be spread as follows (100 points maximum):

TABLE A1: COMPANY EXPERIENCE

Evaluation shall be based on the largest projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be considered.

✓ **Company Experience in similar road construction– 40 points**

i) Evaluation shall be based on the largest projects executed in the past five years.

Only experience from the tendering entity, and not by staff members, shall be taken into account.

✓ **Relevant Overall Experience of Company – 40 points**

Company Experience	Returnable schedule Ref	Points
<p>A) Provide the names of current/recent Contactable references for each category that the bidder has tendered for. Ensure that the following information is provided.</p> <ul style="list-style-type: none">• contract value• duration of contract• brief description of the services provided <p>Attach certified appointment letters on client letter head and completion certificates with minimum 3 years' experience related to water projects</p>	Annexure N: Competence Achievement Schedules	50

TABLE A2: FINANCIAL REFERENCES

This will be assessed against Bank ratings as follows (If a bank letter is submitted, it should be specific to this project and not older than 30 days):

	TARGETED GOALS	TENDERED GOAL	POINTS Claimed by tenderer	ALLOCATED POINTS
1	Tenderer submitted banking details - proof attached	2		
or				
2	Bank rating of "C" or higher (original letter) (Contractor to submit)	5		
plus				
3	Registered financial institution's full details as guarantor in the amount of 10% as specified for surety purposes shall be submitted (Submit letter of intent)	8		
	SUB TOTAL:	15.0 Max		

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should not be older than **3 months**). Letter from tenders bank confirming their bank details should also be attached.

TABLE A3: CONSTRUCTION TEAM KEY PERSONNEL**Construction Team Key Personnel – (20)**

- i. Project Manager is required to have a BSc/BTech in Civil Engineering and have at least 5 years' construction experience OR a National Diploma (NDip.) in Civil Engineering and have at least 7 years' water construction experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

YEARS EXPERIENCE	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		1	2	3	4	5

- ii. Site Agent is required to have a National Diploma in Civil Engineering and have 5-10 years' construction experience with a minimum of 3 years in construction experience in a site agent's role, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

- iii. Mechanical Engineering Technician is required to have a National Diploma in Mechanical Engineering and have 5-10 years' construction experience with a minimum of 3 years pumps and fabrication experience as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

- iv. Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification with experience in water projects of not less than two (2) years in LIC. Points will be allocated on a pro-rata basis for experience between 3 to 7 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

- v. Safety officer on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification with experience in road projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

TABLE A4: PLANT AND EQUIPMENT

Plant	Owned	Hired
1 x Excavator	2	1
2 x Tipper Trucks	4	2
1 x TLB	2	1
1 x roller	2	1
	10	5

Annexure O: BBBEE Certificate Sanas accredited / Sworn Affidavit

[BBBEE Certificate sanas accredited / Sworn Affidavit to be attached here]

Annexure P: Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address)

.....

Bid No:

(Contract title)

WHEREAS

.....

(hereinafter referred to as "the Employer") entered into, a Contract with

.....

.

(hereinafter called "the Contactor") on theday of
20.....
for the construction of (Contract Title)

.....

.

at

.....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

.....

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

.....

.....

.....(in words) R

..... (in figures)

(10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Signature

Duly authorized to sign on behalf of (*Guarantor*) Address

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

Annexure Q: Tax Clearance Certificate

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit a Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Tenderer, the Employer will confirm with the CIDB that the Tenderer's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted with the tender before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

**(IN RESPECT OF
TENDER)**

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

3. IDENTIFICATION No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (if applicable) :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NB : Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :
.....

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT :

(ST 5.1) March 1999

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached here]

Annexure R: Certificate of Contractor Registration Issued by the CIDB

Certificate of Contractor Registration Issued by the CIDB.

Annexure S: Proof of Municipal Account paid up for the Directors and the company

Proof of Municipal Account paid up for the Directors and the company. (If property is not owned (is leased), attach the lease, and proof of payment of the municipal account in the name of the lessor.

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance.....	C1-2
C1.2	Contract Data	C1-6
C1.3	Form of Guarantee	C1-15
C1.4	Safety Agreement.....	C1-17

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

CONTRACT No. NKO 48/2022

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
.....

Rand (in words);

R (in figures)

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

Signature

Date

Name

Capacity

for the tenderer

(Name and address of organization)
.....

Name and signature of witness
.....

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms 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 Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

For the tenderer:

Signature Date

Name

Capacity

Name and address of organization..

.....

.....

Name and
signature
of witness

Date

.....

**for the
Employer**

Nkomazi Local Municipality
Private Bag X101
Malelane
1200

Signature

Name

Capacity

Date

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the 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:

Signature Date
Name
Capacity

Name and address of organization..

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

Name and
signature
of witness Date

.....

**for the
Employer** Nkomazi Local Municipality
Private Bag X101
Malelane
1200

Signature Date
Name
Capacity

Name and
signature
of witness Date

.....

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C1.2 Contract Data

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

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

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

C1.2.1 Variations to General Conditions of Contract

The variations to the General Conditions of Contract are:

4.5.2 Replace the term "Safety" with "Occupational Health and Safety"

49.6.1 to
4.9.6.3 Replace the term "Bank" with "Bank or Insurance Company"

55.1.8 Replace sub-clause with:
The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

C 1.2.3 Part 1: Contract Data completed by the Employer

Clause

- 1.1.14 The name of the Employer is the Nkomazi Local Municipality
- 1.2.2 The address of the Employer is:
Telephone: 013 790 0245
Facsimile: 013 790 0886
Address (physical): 9 Park Street, Malelane, 1320
Address (postal): Private Bag X101, Malelane, 1320
- 1.1.15 The name of the Engineer is **YBS Consulting** (YBS Projects (Pty) Ltd. t/a)
- 1.2.2 **The address of the Engineer is:**
Telephone: +27 013 741 1429
Address (physical): 55 Belladonna Street
Mbombela,
1200

Address (postal): PO Box 21083
Belladonna
1200
- 1.6 and 38 The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16th December and the first Monday of the subsequent year.
- 2.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:
1 Nominating the Engineer's Representative in terms of cl 2.4.
2 Delegation of Engineer's authority in terms of cl 2.7.
3 Providing consent for subcontracting part of the contract in terms of cl 6.2.
4 The issuing of further drawings or instructions in terms of cl 13.1
5 The issuing of instructions for dealing with fossils and the like in terms of cl 15.
6 Authorizing the Contractor to repair and make good excepted risks in terms of cl 32.2.2.
7 The issuing of a variation order in terms of cl 36.2.
8 Issuing of instructions to carry out work on a daywork basis in terms of cl 37.1.4.
9 Granting permission to work during non-working times in terms of cl 38.1.
10 Suspend the progress of the works in terms of cl 39.1.
11 The issuing of an instruction to accelerate progress in terms of cl 40.3.
12 The reduction of a penalty for delay in terms of cl 43.2.
10 The determination of additional or reduced costs arising from changes in legislation in terms of cl 46.4.
11 The giving of a ruling on a contractor's claim in terms of cl 48.5.
12 The agreeing of an extension to the 28 period in terms of cl 48.5.1.
13 The inclusion of credits in the next payment certificate in terms of cl 48.5.2.
14 The agreeing of the adjustment of the sums for general items in terms of cl 50.1.
- 7 The time to deliver the Form of Guarantee within 14 days of the Commencement Date.
The Form of Guarantee is to contain the wording of the document included in C1.3.
The liability for the guarantee shall be for 10%
- 10 The Works are to be commenced within 14 days of the Commencement Date.
- 12.2 The Works programme is to be delivered within 14 days of the Commencement Date.
- 35.1.1.2.2 The value of the materials supplied by the Employer to be included in the insurance sum is R0-00
- 35.1.1.2.3 The amount to cover professional fees for repair or reinstatement of damage to the works to be included in the insurance sum is 14% of the cost to repair damage and or loss.

- 35.1.3 The limit of liability insurance is R 2 000 000 per claim.
- 35.1.4 No additional insurance is required.
- 37.2.2.3 The percentage allowances to cover overhead charges is 15%.
- 42.1 The works shall be completed within 8 months exclusive of year end break.
- 43.1 The penalty for failing to complete the Works is R 2500 per calendar day
- 46.2 The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule is nil. CPA shall not be applicable.
- 46.3 The special materials which are to be increased or decreased in accordance with the provisions of the Contract Price Adjustment Schedule are detailed in the schedule of Special Materials in part 2 Data provided by Contractor
- 49.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%
- 49.3 The percentage retention on amounts due to the Contractor is 10 %.
- 49.3 The limit on retention is 10 % of the Contract Price
- 49.6 A Retention Money Guarantee is not permitted.
- 53.1 The Defects Liability Period is 12 months.
- 58.2 Dispute resolution is to be by means of adjudication
- 58.4 Disputes are to be referred for final settlement to arbitration.

C1.2.4 Part 2: Data provided by the Contractor

Clause

1.8 The name of the Contractor is.

1.2.2 The address of the contractor is:

Telephone:

Faxsimile:

Address (physical):

.....

.....

Address (postal):

.....

.....

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C1.3 Form of Guarantee

Contract No

WHEREAS **NKOMAZI LOCAL MUNICIPALITY** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(hereinafter called “the Contactor”) on the day of20.....,

for **REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS**

at Malelane

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;

AND WHEREAS has/have

at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby

guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words);

R(in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at
on this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

2

C1.4 SAFETY AGREEMENT

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

NKOMAZI LOCAL MUNICIPALITY (HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by
in his capacity as
of the Municipality, he being duly authorised thereto

and

.....
(hereinafter referred to as the Mandatary)

herein represented by
in his capacity as
of the Mandatary, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatary entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatary undertook to carry out the following work for the Municipality , viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

.....

.....

.....

(The said contract work is hereinafter referred to as the **Work**)

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFOR THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatary.

2.

ACKNOWLEDGEMENT BY THE MANDATARY

The mandatary acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.

UNDERTAKING BY MANDATARY

- (a) The Mandatary hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatary, nor to exempt the Mandatary from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Local Municipality is compulsory.
- (e) The Mandatary shall ensure that the statutory requirements are complied with at all times.

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatary without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatary shall provide enough tools and equipment to enable him to complete the Works and the Mandatary shall provide all storerooms, offices and eating halls that he may need. The Mandatary will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatary, the Mandatary will use such equipment, tools and/or materials at his own risk and the Mandatary herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatary is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatary shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of

whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatary shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatary shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatary. Any hazardous occurrence or incident to the employees of the Mandatary that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatary or a subcontractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatary or subcontractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatary shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatary and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatary or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatary is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatary shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.

INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatary or Municipality from the premises in the case of any transgression of this nature.

18.

CONFIDENTIALLY

The Mandatary shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatary without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatary shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatary shall inform the Municipality immediately should any such documents or sketches become lost.

19.

INDEMNIFICATION BY THE MANDATARY

The following conditions will be applicable to the Mandatary:

- (a) The Mandatary is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatary or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatary, or otherwise busy with work under the instruction and supervision of the Mandatary, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatary
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatary for usage during the execution of the work, will be used entirely at the risk of the Mandatary or employees of the Mandatary and the Mandatary herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21

JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATARY

Name (Mandatory).....

C.E.O. (Section 16(1))

ID NO

Designation

Name of Business

Address of Business

.....

.....

.....

Tel number (h)..... (w) e-mail

Number of employees employed

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

.....

Date allocated

Thus done and signed on thisday of 20.....

As witnesses:

..... (Signature) (Name in print)

..... (Signature) (Name in print)

..... (Signature) (Name in print)
THE MANDATARY

Thus done and signed on this day of 20

As witnesses

..... (Signature) (Name in print)

.....(Signature) (Name in print)

..... (Signature) (Name in print)
THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

.....
THE MANDATARY

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C2: Pricing Data

C2.1 Pricing Instructions	C2-2
C2.2 Bills of Quantity	C2-4
C2.3 Summary of Bills of Quantity	C2-36
C2.4 Calculation of Tender Sum	C2-37

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the “Standardised Specifications for Civil Engineering Construction (SANS 1200)” issued by the South African Bureau of Standards as amended in the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganeutron
MN.m	=	meganeutron-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the “Standardised Specifications for Civil Engineering Construction (SANS 1200)” issued by the South African Bureau of Standards.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no

allowance is made for waste.

5. It will be assumed that prices included in the bills 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.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices (except for VAT) for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described 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 will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. 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 such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. The short descriptions of the items of payment given in these Bills 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.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the "Standardised Specifications for Civil Engineering Construction (SANS 1200)" issued by the South African Bureau of Standards.

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C2.2Bills of Quantity

SCHEDULE

SUMMARY OF BILLS OF QUANTITY

CALCULATION OF TENDER SUM

C2.3 SUMMARY OF BILLS OF QUANTITY

Summary to Schedule of Quantities		
No.	DESCRIPTION	AMOUNT R
A	SECTION A: PRELIMINARY AND GENERAL	
B	SECTION B: DAYWORKS	
C	SECTION C: SITE CLEARANCE	
D	SECTION D: PUMPSTATION	
E	SECTION E: OXIDATION PONDS	
TOTAL SCHEDULED ITEMS		

C2.4 CALCULATION OF TENDER SUM

TOTAL SCHEDULE : R.....

SUBTOTAL A (CONTRACT SUM) R.....

CONTINGENCIES (ADD 10%) R.....

SUBTOTAL B R.....

ADD 15% VAT R.....

CONTRACT PRICE CARRIED TO FORM OF OFFER (Page C1-2) R.....

REFURBISHMENT OF HECTORSPRUIT WASTE WATER TREATMENT WORKS						
ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
	SANS 1200 A	SECTION A: PRELIMINARY AND GENERAL				
1	8,3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS				
1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establish of Facilities on the Site :				
	8.3.2.1	Facilities for Engineer:				
1.2		a) Furnished office	Sum	1		
1.3		b) Telephone	Sum	1		
1.4		c) Nameboards	Sum	1		
	8.3.2.2	Facilities for Contractor:				
1.5		a) Offices and storage sheds	Sum	1		
1.6		b) Telephone	Sum	1		
1.7		c) Nameboards	Sum	1		
1.8		d) Living accommodation	Sum	1		
1.9		e) Ablution and latrine facilities	Sum	1		
1.10		f) Tools and equipment	Sum	1		
1.11		g) Water supplies, electrical power and communications	Sum	1		
1.12		h) Dealing with water	Sum	1		
1.13		i) Access	Sum	1		
1.14		j) First aid and Medical Services	Sum	1		
1.15		k) Inductions	Sum	1		
1.16	8.3.4	Removal of Site Establishment	Sum	1		
	8,4	SCHEDULED TIME-RELATED ITEMS				
1.17	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	Facilities for Engineer				
1.18		a) Furnished offices	Sum	1		
1.19		b) Telephone	Sum	1		
1.20		c) Nameboards	Sum	1		
1.21		d) Survey assistants and materials	Sum	1		
	8.4.2.2	Facilities for Contractor				
1.22		a) Offices and storage sheds	Sum	1		
1.23		b) Workshops	Sum	1		
1.24		c) Laboratories	Sum	1		
1.25		d) Living accommodation	Sum	1		
1.26		e) Ablution and latrine facilities	Sum	1		
1.27		f) Tools and equipment	Sum	1		
1.28		g) Water supplies, electrical power and communications	Sum	1		
TOTAL CARRIED FORWARD						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
1.29		h) Dealing with water	Sum	1		
1.30		i) Access				
1.31		j) First aid and Medical Services	Sum	1		
1.32		k) Inductions	Sum	1		
1.33	8.4.3	Supervision for Duration of Construction	Sum	1		
1.34	8.4.4	Company and head office overhead costs for the Duration of the Contract	Sum	1		
1.35		Remuneration of CLO	Prov. Sum			52000,00
1.36	8.4.5	Other Time-related Obligations	Sum	1		
	8.8	TEMPORARY WORKS AND PROVISIONAL SUMS				
1.37		Materials on Dayworks	Prov sum			10000,00
1.38		Allowance for profit and handling	%			
1.39		Cleaning and Disinfection of the pump station sump, bar screens including odour control measures and disposing sewage to the nearest wastewater treatment plant	Prov sum			250000,00
1.40		Allowance for profit and handling	%			
1.41		Fixed Sum for working with Live Sewers	Sum			
1.42		Provisional Sum for attendance at site meetings	Prov sum			10000,00
1.43		Allowance for profit and handling	%			
	8.8.5	Provisional Items				
1.44		a) Material testing	Sum	1		
		b) Surveying	Sum	1		
	PSA 8.9.1	Compliance with the Occupational Health and Safety Act and applicable regulations				
1.45		a) Provision of a health and safety plan	Sum	1		
1.46		b) Provision of a health and safety file	Sum	1		
1.47		c) Provision of a safety officer (full time)	Sum	1		
1.48		d) Health and safety training	Sum	1		
1.49		e) Provision of personal protective clothing and equipment	Sum	1		
1.50		f) Implementation of Environment Management Plan	Sum			
		g) Monitoring and audit of OHS	Prov. Sum			360000,00
		h) Allowance for profit and handling on item above	%			
		i) Environmental Compliance Monitoring	Prov. Sum			360000,00
		j) Allowance for profit and handling on item above	%			
1.51		k) Vaccination for workers	Sum			
TOTALS CARRIED FORWARD TO SUMMARY						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
	PSA 8.6	SECTION B: DAYWORKS				
		Note: Executed on Instruction of the Engineer Only				
B.1	8.6.1	Labour				
B.1.1		(i) Un-skilled	hr	5		RATE ONLY
B.1.2		(ii) Semi-skilled	hr	2		RATE ONLY
B.1.3		(iii) Skilled (artisan - welder plumber etc)	hr	1		RATE ONLY
B.1.4		(iv) Engineer	hr	1		RATE ONLY
B.1.5		(v) Technician	hr	3		RATE ONLY
B.1.6		(vi) Foreman	hr	10		RATE ONLY
B.1.7		(vii) Driver (LDV,machine, trucks, etc)	hr	20		RATE ONLY
B.1.8		(viii) Certified Blaster	hr	7		RATE ONLY
B.1.9		(ix) Steelfixer	hr	5		RATE ONLY
B.1.10		(x) Concretor	hr	5		RATE ONLY
B.1.11		(xi) Chargehand	hr	5		RATE ONLY
B.1.12		(xii) Security guard	hr	25		RATE ONLY
	8.6.2	Plant and equipment				
		(a) Tractor loader backhoe (TLB)				
B.1.13		(i) Tractor Loader Backhoe (Bigger than	hr	10		RATE ONLY
		(b) Tipper Trucks				
B.1.14		(i) Tipper trucks (3m³) Small	hr	40		RATE ONLY
B.1.15		(ii) Tipper trucks (5m³) Medium	hr	40		RATE ONLY
B.1.16		(iii) Tipper trucks (10m³) Large	hr	20		RATE ONLY
		(c) Flat Bed Trucks				
B.1.17		(i) Flat bed 5t capacity	hr	8		RATE ONLY
		(d) LDV				
B.1.18		(i) 1t Pick-up	hr	8		RATE ONLY
		(e) Walk behind vibrating rollers				
B.1.19		(i) Model - Bomag 60 or similar	hr	8		RATE ONLY
B.1.20		(ii) Model - Bomag 76 or similar	hr	8		RATE ONLY
		(f) Plate compactors				
B.1.21		(i) Vipac or similar	hr	8		RATE ONLY
		(g) Rammers				
B.1.22		(i) Model - Wacker or similar	hr	8		RATE ONLY
		(h) Concrete mixers				
B.1.23		(i) Volume 100 litre wet (small,	hr	8		RATE ONLY
		(i) Waterpump				
B.1.24		(i) Capacity smaller than 400	hr	8		RATE ONLY
B.1.25		(ii) Capacity bigger than 400 but smaller than 600 litre/min (medium)	hr	8		RATE ONLY
TOTAL CARRIED TO SUMMARY						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
C	SANS 1200 C	SECTION C: SITE CLEARANCE				
C.1	8.3	SCHEDULED ITEMS				
	8.3.1	Clear and grub				
C.1.1	8.3.1(a)	Clear and grub site including trees up to 1.0m girth	m ²	5 000,0		
C.1.2		Remove 150mm top soil and set aside for re-use	m ³	1 000,0		
C.1.3		Break into existing concrete slab for new openings	m ³	5,0		
		Break and remove existing concrete lining for anaerobic ponds and remove paving blocks	m ³	50,0		
C.1.4		Transport materials and debris to dumping sites within 5km of site	m ³ km	15,0		
	8.3.2	Restricted Excavation a) Excavate for restricted foundations & footings in all materials and use for backfill of embankment or dispose Wet well opening	m ³	10		
	8.3.3	Overhaul a) Limited overhaul (1km)	m ³	2		
	8.3.4	Import, place and compact the following material from commercial source. 150mm Imported selected fill, compacted to 98% Mod AASHTO density to manhole	m ³	5		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D	SANS 1200 D 8.4.3	SECTION D: PUMPSTATION				
D.1		Concrete Works to Wet Well				
D.1.1		Class 35/19 to deck	m³	5		
D.1.2		Class 25/19 to 150 thick apron around sump	m³	2		
D.2	8.2.1-2	Sewer Pumps				
D.2.1		Supply and install of sewer submersible pump with VSD control panel, motor cables (Q = 21.7 L/s and TDH = 18m) See specifications in tender document	Unit	1		
D.3		Steelwork				
D.3.1		Remove existing steel pipe and fittings and deliver salvagable material to client	Sum			
D.3.2		Supply and Install Discharge Pipe Work Powder Coated as per drawing E01	Sum			
D.3.3		Supply and install 50mm Guide Bar Set Stainless Steel 304 for pump	No.	1		
D.3.4		Stainless Steel Lifting Chain	Sum	1		
D.3.5		Supply and install crawl beam as specified	No.	1		
D.3.6		Ball check valve	No.	2		
D.3.7		RSV Gate Valve	No.	2		
D.3.8		Repair existing water meter	No.	1		
D.3.9		Provision for replacement of bulk water meter	Prov. Sum	1		65 000,00
D.3.10		Allowance for Profit & Handling on item above	%	65 000		
D.3.11		Supply and install 30mm steel balustrades	m	28		
D.3.12		Supply and install stainless steel wet well ladder as specified	Sum	1		
D.3.13		Supply and install STAINLESS STEEL DOUBLE LEAF ACCESS HATCH as per specification	No.	1		
D.3.14		Supply and install STAINLESS STEEL SINGLE LEAF ACCESS HATCH as per specification	No.	1		
D.3.15		Construct Steel Shelter over the sump as specified	Sum	1		
D.3.16		Generator cage as specified	Sum	1		
D.3.17		250kg chainblock and winch assembly	Sum	2		
		Supply and install 16mm HT rebars as specified	†	0,4		
D.4		Electrical Equipment				
D.4.1		Supply, Install, Test and Commission by qualified and approved Electrician. Rates to include attendance to approved installers				
D.4.2		Electrical Installation	Prov Sum	1	50 000,00	50 000,00
D.4.3		Allowance for Profit & Handling on item D.4.2	%	50 000		
D.4.4		Supply, installation & calibration of 10kva standby Generator for autostart and cutoff	No.	1		
D.4.5		Supply and install solar flood lights with motion sensors	No.	3		
TOTAL CARRIED FORWARD						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
D.5		Miscellaneous				
D.5.1		Provisional Sum for By-passing pumpstation for duration of pumpstation refurbishment	Prov. Sum			150 000,00
D.5.2		Allowance for Profit & Handling on item D.5.1	%	150000		
D.5.3		Paintwork and finishing	Sum			
D.5.4		Allow a provisional sum for additional work as instructed by the Engineer	Prov Sum			50 000,00
D.5.5		Allowance for Profit & Handling on item D.5.4	%	30000		
D.5.6		Chemical anchor	kg	20		
D.5.7		High adhesive epoxy concrete sealant	kg	10		
D.6		Building Works				
D.6.1		Construction of a 6,8 x 3.5 operator facility at the pumpstation (DWG E3) including power supply and connection of ablution to nearest manhole	Sum			
D.6.2		Equip operator facility with - Storage Cabinet - Fire Extinguisher - Fridge - Microwave - 4 seater table and chairs	Sum			
D.7		Security Fence and Paving				
D.7.1		Remove and deliver to client Existing fencing	m	15		
D.7.2		Remove existing gate and reinstall at specified location	Sum			
D.7.3		Supply and Install Steel Palisade Fence 1.8m high	m	110		
D.7.4		Installation of a new Gate	Sum			
D.7.5		Supply and install 200mm x 100mm x 50mm Grey Bond Pavers	m ²	250		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
E	SANS 1200 DA	SECTION E: OXIDATION PONDS				
	8,3	SCHEDULED ITEMS				
	8.3.2	Restricted Excavation				
E.1		a) Excavate in all materials to use for backfill or dispose				
E.1.1		Dry sludge from pond bed	m ³	4 000		
E.1.2		Anchor trench for dam lining	m ³	1 000		
		Drainage trench from geotextile dewatering tubes to ponds	m ³	50		
E.2	8.3.3	Overhaul				
E.2.1		a) Limited overhaul (1km)	m ³	8 000		
		b) Provisional Sum for sludge haulage to disposal site	Prov. Sum			100 000,00
E.3	8.3.4	Import, place and compact the following				
E.3.1.		Import selected G5 material for fill to specified slope, compacted to 98% Mod AASHTO density.	m ³	6 000		
	8,2	SCHEDULED ITEMS				
E.4	8.2.4	Geotextiles or Geomembrane				
E.4.1		Supply and install approved geotextile. Rate to include cutting, placing, joining, overlapping and fastening of:				
E.4.2		1.5mm HDPE lining for Existing ponds	m ²	45 000		
		1.5mm HDPE lining for geotextile bags	m ²	5 000		
E.4.3		ZebraTube® Dewatering Bag High Flow, 9m circum x 30m length	No.	105		
E.5		De-Sludging				
E.5.1		Coagulation polymer for solids densification	Sum			
E.5.2		Pumping of effluent from ponds into de-sludging bags	hr	80		
E.6		Chlorination Unit				
E.6.1		Grundfos DDE Dosing System with 200L Tank	No	1		
		Provisional sum for extension of chlorination room	Prov. Sum			80 000,00
E.7		Building Works				
E.7.1		Construction of a 6,8 x 3,5 operator facility at the pumpstation (DWG E3) including power supply and connection of ablution to nearest manhole	Sum			
E.8		Miscellaneous				
E.8.1		Supply, lay, install 1 500mm dia precast manhole rings complete with cover and lid to all depths.	No.	4		
TOTAL CARRIED FORWARD						

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
E.8.2		Break into existing bar screen chamber for new opening	Sum			
E.8.3		Supply and install bar screens as specified	Sum			
E.8.4		Allow a provisional sum for connection of new manhole to bar screen chamber	Prov Sum			25 000,00
E.8.5		Allowance for Profit & Handling on item D.8.4	%	25000		
E.8.6		Allow a provisional sum for refurbishment of Steel Bridge	Prov Sum			15 000,00
E.8.7		Allowance for Profit & Handling on item D.8.6	%	15000		
E.8.8		Allow a provisional sum for additional work as instructed by the Engineer	Prov Sum			100 000,00
E.8.9		Allowance for Profit & Handling on item D.8.8	%	100000		
E.8.10		Allow a provisional sum for pipework to re-orient sequence at secondary ponds	Prov Sum			60 000,00
E.8.11		Allowance for Profit & Handling on item D.8.10	%	60000		
E.8.12		Construct overflow weir as specified	No.	6		
E.8.13		Fabricate and install sluice gates at anaerobic ponds as specified including concrete works to ensure the gate is watertight	No.	2		
E.8.14		Supply and install solar flood lights with motion sensors	No.	3		
E.8.15		Supply and install ultrasonic water meter complete with flume and calibration	No.	2		
E.8.16		Refurbishment of chlorine contact channels	Sum			
E.8.17		Refurbishment of grit chamber	Sum			
E.8.18		Safety signs at ponds and pump station	Sum			
E.8.19		Supply and install heavy duty river float	No.	8		
E.9		Security Fence				
E.9.1		Refurbishment of existing fencing	m	800		
E.9.2		Supply and Install steel Palisade Fence 1.8m	m	450		
E.9.3		Installation of a new Gate	Sum			
E.9.4		Installation of a new Pedestrian Gate	Sum			
TOTAL CARRIED TO SUMMARY						

**REFURBISHMENT OF HECTORSPRUIT WWTW
NKOMAZI LOCAL MUNICIPALITY**

Summary to Schedule of Quantities

No.	DESCRIPTION	AMOUNT R
A	SECTION A: PRELIMINARY AND GENERAL	
B	SECTION B: DAYWORKS	
C	SECTION C: SITE CLEARANCE	
D	SECTION D: PUMPSTATION	
E	SECTION E: OXIDATION PONDS	
TOTAL SCHEDULED ITEMS		
ADD 10% CONTINGENCIES		
SUBTOTAL		
ADD 15% VAT		
TOTAL		

NKOMAZI LOCAL MUNICIPALITY

REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT WORKS

C3: Scope of the Works

C3.1	Description of the Works	C3-2
C3.2	Engineering.....	C3-8
C3.3	Procurement	C3-10
C3.4	Construction.....	C3-11
C3.5	Management.....	C3-14
C3.6	Particular (Project) Specification	C3-25

C 3 Scope of Work

C.3.1 DESCRIPTION OF THE WORKS

C.3.1.1 Employer's objectives

The Employer's objective is to refurbish the Hectorspruit Wastewater Treatment Works to allow for an improved effluent quality that will ultimately be discharged into the adjacent Crocodile River. A second objective is to refurbish the existing pump station.

C.3.1.2 Funding

The scope of work will be adjusted during the contract so as to limit the expenditure to the available funding.

C.3.1.3 Overview of the works

Wastewater from the town of Hectorspruit is currently treated at the existing Hectorspruit Wastewater Treatment Works.

The HWWTW operates on a set of 8 waste stabilisation ponds. The existing Works consist of the following components:

- Pump station
- Inlet works
- Waste Stabilization Ponds (WSPs)
- Chlorine contact channels

Proposed Refurbishment to the Works

It has been indicated that effluent from the works is not meeting legislated discharge standards into the river system. This low quality effluent was flagged by Green Drop as needing to be attended to immediately.

The scope of works will include

- Refurbishment of pump station
- Installation of standby pump and fittings
- Palisade steel fencing and paving around pump station
- Refurbishment of seven waste stabilization ponds
- Fencing of all ponds with steel palisade
- Construction of operator facilities at pump station and the ponds
- Refurbishment and equipping of chlorination room and contact channels
- Refurbishment of minor concrete structures

Maintenance Work and Temporary Works.

Several items of maintenance work have been identified, which will be required during the Contract and is listed under item 3.1.4 below.

However, most noticeably, the task of emptying the seven ponds, cleaning them and installing the HDPE lining as well as refurbishment of the pump station while keeping the plant active is brought to the Tenderers attention. The appointed contractor will be requested to provide a methodology for effluent management while conducting the refurbishment work.

Geotextile dewatering tubes will be used to drain liquids from the sludge leaving the solids to be dried. The tenderer should be prepared, when directed, to dispose the sludge to a determined location.

Specifications

HDPE lining

1.5mm HDPE Lining to be provided, supplied by a ISO 9001: 2015 - Quality Management Systems accredited supplier.

Submersible Pump, Fittings & Pipework

Single-stage close-coupled submersible centrifugal pump with of semi open multi vane impeller designed to transport wastewater with fibrous materials and sludge.

The impeller blades shall be self-cleaning upon each rotation as they pass across a sharp relief groove in the Insert ring and shall keep the impeller blades clear of debris.

The impeller shall move axially upwards to allow larger debris to pass through and immediately return to normal operating position

The clearance between the insert ring and the impeller leading edges shall be adjustable.

Discharge DN: 80 / 100*;

The pump housing shall be prepared for the assembling of a flush valve.

Duty parameters:

Liquid: Wastewater with fibrous solids

Max temperature of pumped liquid: 40° C

Rated flow per pump 15 l/s at rated head 15m

Minimum overall efficiency at the operating point: 65 %

The pump motor shall be induction type with a squirrel cage rotor, housed in an air filled watertight chamber submersible up to 20m according IEC 60034 protection class IP 68. The stator windings and stator leads shall be insulated with moisture resistant Class H insulation rated for 180 degree C. The motor shall be sufficiently cooled by the surrounding liquid to run in continuous duty S1 without limitation.

Max. rated speed: 2905rpm

Max. rated Power P2: 4.2 kW

Operating voltage: 400 V 50 Hz

Starting method: VSD

Explosion approved acc. EEx dIIB T3

Motor sealing

The cable entry shall consist of dual cylindrical elastomer sleeves, flanked by washers, all having a close tolerance fit against the cable and the cable entry. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

The shaft shall be sealed by a tandem mechanical shaft seal system consisting of two seals, each having an independent spring system. The seals shall require neither maintenance nor adjustment and shall be capable of operating in either clockwise or counter clockwise direction of rotation without damage or loss of seal function.

Materials of construction

Pump housing: EN-GJL 250

Impeller and Insert ring : GJN-HV600 XCR23 / A 532 ALLOY III A (60 HRC)

Stator housing: EN-GJL 250

Shaft: 1.4057 or AISI 431

Shaft seal:

- Pump side: - Corrosion resistant Tungsten carbide WCCR

- Motor side: - Carbon- Aluminum oxide (AL₂O₃)

Coating

All castings must be blasted before coating. All wet surfaces are to be coated with two-pack oxyrane ester Duasolid 50. The total layer thickness should be at least 120 microns. Zink dust primer shall not be used.

Protection and monitoring of motor by

- 3 bi-metal thermal switches for thermal control of the stator
- 1 sensor to monitor leakage in the stator housing.

Standard Pump Factory Test

The supplier shall present an assembly control plan according to ISO 9001, which confirms the execution of the following tests.

- Hydraulic performance test
- No-Leak seal integrity test
- Electrical integrity test

The motor shall be equipped with 10m submersible cable

Model: FLYGT NP 3102 or equivalent

Lifting chain with transition links & Guide rails

Length = 12 m

According EN 818-1, 818-5, 818-6. Min. Load: 140 Kg

All Material: Stainless steel

Chain sling must be CE-marked.

Discharge pipe

DN 100 PN 16 according drawing E01

Flanges drilled according EN 1092-2 tab. 9

Material: Stainless steel 1.4404 / Bolts made of AISI 304

Resilient seated ball check valve

DN 100

for sewage to max. 70° C. Designed according to EN 12050-4., Face to face according to DIN 3202 - F6.

Flanges drilled acc. to EN1092-2 Tab. 8

Body and cover of ductile iron GJS-400-15 (GGG-40).

Ball made of ductile iron vulcanized with NBR rubber.

Bolts and nuts of stainless steel A2 and cover gasket of NBR rubber. Epoxy coating to DIN 30677, internally and externally.

Model: AVK 53/35 or equivalent

Gate valve

DN 100 with Handwheel

Body and bonnet of GGG-50. Flanges drilled acc. to EN1092-2

Short face to face to DIN 3202 part 1, F4.

Wedge of ductile iron with fixed wedge nut, fully vulcanized with EPDM rubber.

Stem of stainless steel 1.4021 (DIN X 20 Cr 13) with rolled thread.

The stem sealing consists of a triple working sealing function incl. Hydraulic working rubber sleeve,

Blow-out prevention under pressure by means of a EPDM bonnet gasket fit in a groove between body and bonnet.

Epoxy coating according to DIN 30677 - internally and externally

Model: AVK 06/30 or equivalent

VSD Pump Controller

Stationary microprocessor controlled switchgear for manual or automatic control of up to 2 pumps up to 5.5kW and max. 12 A rated current.

Suitable for wall mounting or installation in an outdoor cabinet. Power supply: 200–460 VAC 3-ph. 50/60Hz or 100–265 VAC 1-ph. 50/60Hz

IP protection rating: 20, Approved according to CE, CSA and UL.

Ready to connect 4 floating type regulators, an analog level sensor with 4-20 mA output or an Open Bell type pneumatic sensor. The unit must have USB, RS-232 and RS-485 (Modbus) communication doors to communicate with SCADA and a CAN bus for an HMI.

The following control functions must be guaranteed:

- Random start level to avoid the accumulation of a fat ring.
- Emergency operation by high level
- Maximum running time per pump.
- Starting the pump with less operating time.
- Automatic restart.
- Intelligent control of the pumping system in the event of pump failures.
- Protection against waterless operation. "Dry run".
- Advanced maintenance management
- Monitoring of pump temperature and humidity sensors

The Memory has to present at least:

- Type of alarm and time of occurrence.
- Number of starts of each pump and operating hours of each pump

HMI user interface with monitor for control unit

IP Monitor protection rating: 54, Power supply: 24 V DC

Model Flygt FOP 321 (799 33 00) or equivalent

Level regulator for High and low Level Sump Control.

Approved acc. LVD EN61058 and CSA

EX approved acc. IECEx ia IIC T4 Ga: $-20^{\circ}\text{C} < T_a < 60^{\circ}\text{C}$.

Material of casing: Polypropylene. Degree of protection: IP 68

Applicable for liquids with a Density of $0.95 - 1.10 \text{ g/cm}^3$.

Including 6m submersible cable and cable holder.

Model: FLYGT ENM 10 or equivalent

Electromagnetic Flow Meter DN 100 PN 16

Flanges drilled according EN 1092-2 Tab. 9

Power supply: 230/115/24 VAC or 10-30VDC

The electromagnetic flow measurement system shall consist of a Flow Sensor, which uses Faradays law of electromagnetic induction along with a microprocessor, based Flow Converter and Display.

It shall be capable to measure the flow of wastewater with a temperature between -10 and $+80^{\circ}\text{C}$ in a velocity range between $0.2-10 \text{ m/s}$ with an accuracy of 0.25% of the actual flow in both directions.

The net flow for both directions shall be able to be totalized.

A simple menu selection shall be available to determine the normal flow direction.

The flow meter including its display and the connection box shall withstand an ambient temperature of -20 to $+60^{\circ}\text{C}$ and be enclosed according IP 68.

Material of construction:

Housing: carbon steel

Sensor lining material: hard rubber.

Electrodes: DIN 1.4571 or AISI 316 TI.

Automatic electrode cleaning shall be standard and always active.

The flow meter shall supply following output data:

Analog:

1 Active $4 - 20 \text{ mA}$, isolated, 12 bit resolution,

Min. range = $0 - 0.2 \text{ m/s}$, Max. range = $0 - 10 \text{ m/s}$

Digital:

1 Voltage-free electromechanical relay

1 Optically isolated MOSFET relay

Programmable for: Totalizer counter, batch counter, high/low flow, system error, empty pipe and flow direction.

Display interface shall be supported by:

1 RS-485 Modbus® RTU-mode,

1 USB 1,1 type mini B, female, 1 pcs. for Communication module

Converter communication : MODBUS® RTU-mode, 9600 baud, 2-wire RS 485, slave-mode

The data Logger shall be able to hold min 160.000 logs.

Data (CSV) shall be able to be displayed graphically, but also be able to be exported to a PC via the USB port on the Display Unit. The exported data shall be able to be imported to Excel.

The Display shall show data and graphs of up to 4 sensors simultaneously for the following:

- Indication of flow , Flow direction,
- Volume , totalizers
- Pop-Up and alarm messages
- Configuration

→Model: FLYGT MagFlux EMF 801 (or equivalent)

C.3.1.4 Extent of the works

The extent and scope of the Works will comprise the following:

New Work

- Establishment of the Contractor's camp and plant on Site and the removal of all site establishments on completion of the Contract.
- Installation of standby pump and associated pipework and fittings
- Supply and installation of a 10kva generator
- Construction of shelter and generator steel cage
- Fencing with steel palisade and paving at pump station
- Installation of inflow and outflow water meters
- Construction of operator facilities at the pump station and at the ponds.
- Installation of new chlorine dosing system and extension of chlorination room

Maintenance Work

- Clear area of debris and vegetation around the inlet works (screens, incinerator, grit channels, and flow meter) and level the area off.
- Refurbishment of crawl beam as well as installation of new chain blocks
- Refurbishment of wet well and bar screen chamber
- Replacement of balustrades and stairs
- Drainage of sludge into geotextile dewatering tubes
- Fill and compaction of ponds with approved G5 material
- Installation of 1.5mm HDPE lining on all ponds
- Installation of sluice gates and overflow weirs between ponds
- Refurbishment of existing steel palisade
- Refurbishment of chlorine contact channels
- Temporary storage and ultimate disposal of sludge

C.3.1.5 Time for completion

The project shall be completed within the duration of 8 months

C.3.1.6 Location of the works

The site is in Mpumalanga Province under Ehlanzeni district under Nkomazi Local municipality. The works is accessed via the N4. The site is next to the national railway line and opposite Omnia Hectorspruit Depot.

The approximate GPS Coordinates of the site are; 25°51'21.69"S, 31°48'56.78"E

C.3.1.7 Temporary works

Operational Plant

The Contractor shall take cognisance that this is an operational wastewater treatment works and influent sewage cannot be stopped but must continue to be received and treated through the plant at all times.

Written permission must be obtained from the Engineer before any temporary works commence.

Temporary works must be shown in the programme of works.

Temporary works will include the following:

- a. All facilities within the Contractor's construction camp and all areas used by the Contractor:
The site shall be fenced off using minimum 1,2m high diamond mesh fencing or similar approved by Engineer. The design and construction shall comply with all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated to its original condition, or better, upon completion of the Works.
- b. Access roads for the construction camp and temporary material stockpile sites:
These roads are to be designed, constructed and maintained by the Contractor to comply with safety and environmental requirements.
- c. Temporary backfilling of excavations
All temporary works are to be reinstated to their original condition, or better, upon completion of the Works.

C.3.2 ENGINEERING

C.3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design for construction	Engineer
Temporary works (Section C3.1.5):	Contractor
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Contractor Engineer

The reduced drawings that form part of the tender documents shall be used for tender purposes only. The Contractor will be issued with three A1 paper copies of each of the drawings required for construction. The Contractor shall, at his own expense, produce, therefrom, all further prints required for the construction of the Works.

The Contractor shall not use the drawings for any purpose other than the execution of the works.

Only figure dimensions on the drawings shall be used, and drawings shall not be scaled. The Engineer shall supply any figured dimensions which have been omitted from the drawings. The levels given on the drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

The Engineer may issue additional drawings as necessary to the Contractor from time to time during the progress of the works. The Contractor shall timeously notify the Engineer of the priority in which drawings and details are required.

Before a Certificate of Completion will be issued all as-built data (e.g. final surface levels and drainage structure levels) must be provided to the Engineer on completion of the Permanent Works. The data must be provided in electronic form or where appropriate marked up on a set of drawings. Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer on a regular basis and all information must be delivered before a Certificate of Completion will be issued.

C.3.2.2 DRAWINGS

There following drawings will be provided for tender purposes

DRAWING NUMBER	DRAWING TITLE
E01	PUMPSTATION MODIFICATIONS
E02	OPERATOR FACILITIES
E03	GENERATOR CAGE
E04	PUMPSTATION SHELTER
SV15	SURVEY LAYOUT 1
SV16	SURVEY LAYOUT 2

C.3.3 PROCUREMENT

C.3.3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C 3.3.2 Scope of mandatory subcontract work

a) Scope of Mandatory Subcontract Works

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

- HDPE membrane lining
- Pump installation and automation
- Installation and calibration of ultrasonic flow meter

b) Subcontracting Procedures

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of BIFSA Non-Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Engineer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer, Engineer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

c) Attendance on Subcontractors

The Contractor shall provide any necessary facilities in order to manage the selected subcontractor to ensure that the works are carried out in accordance with:

- The programme of works, and
- The contract requirements, and
- He shall also ensure that the subcontractor complies with the requirements of the Safety Plan, Environmental Management Plan and Operational procedure requirements.

C.3.4 CONSTRUCTION

C.3.4.1 Applicable Standard Specifications

The standard specifications shall be the “Standardised Specifications for Civil Engineering Construction (SANS 1200)” issued by the South African Bureau of Standards.

It is pointed out that the Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil engineering contracts and may therefore also cover items of work not encountered in this particular contract.

C.3.4.2 Particular (Project) specifications, including variations to the Standard Specifications

The Particular (Project) Specifications which apply to the project are:

C3.6 Variations to the Standard Specifications

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the Particular (Project) Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Particular (Project) Specifications. This part also contains some additional specifications required for this particular contract.

C 3.7 EPWP labour intensive specification

C3.8 Occupational Health and Safety Act and Regulations

C3.9 HIV/Aids

C3.10 Environmental

These specifications are included from section C 3.6 onwards

C.3.4.3 Applicable national and international standards

The Works must comply with certain National and International Standards. These include:

- SANS (SABS)
- CIDB

Where required, compliance with these and other National and International Standards have been specified in the Standard and Project Specifications.

All references to SABS documents in the standard and project specifications shall be taken to be the latest revision to that particular SABS document or, where applicable, be taken to be a reference to the equivalent SANS document which has replaced it.

C.3.4.4 Certification by recognized bodies

Where required, certification of items for inclusion of the works, shall be done by Standards South Africa, a division of SABS .

C.3.4.5 Plant and materials provided by the employer

Nil.

C.3.4.6 Existing Services

Requirements and specifications related to the termination, diversion or protection of existing services are provided in the Standard Specifications (1200A) and Project Specifications (Section C3.5.5).

Services which are known to exist on the site will be indicated on a drawing and will be provided to the contractor at site handover.

C.3.4.7 Site Establishment

a) Facilities to be provided by the Employer

No facilities will be provided by the Employer and the Employer does not warrant that any water supply or electricity supply or any other services that may exist are adequate for the proper execution of the works.

The Contractor is responsible for all arrangements for obtaining approval, establishment and subsequent removal and reinstatement of his construction camp. Approval for the establishment of a construction camp on this site must still be obtained from the municipality.

All regulations and local authority ordinances shall apply and compliance will be enforced.

b) Facilities to be provided by the Contractor

The requirements for facilities to be provided by the contractor for use by the employer and his agents such as office, ablution and laboratory facilities are stated in the Standard Specifications section 14 and respective variations in the project specification.

The contractor will be required to erect a security fence around the construction camp. The cost thereof is deemed to be included in the relevant rates for establishment on site.

The contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, including for all arrangements for the transport, storage and distribution of water and power required for construction purposes and his own use and for the employer and his representatives on site as well as the payment of all the above and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. All the costs for the above shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The storage of fuels in tanks may be kept in the contractor's camp subject to the regulations of the local authorities

A site office for the Engineer is required. The office must provide sufficient space and furniture (chairs and conference table) to house a meeting of 12 people.

Other Facilities and Services

The Contractor shall be responsible for the removal of all waste generated on the property and the proper disposal thereof elsewhere at his own cost.

C.3.4.8 Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

C.3.4.9 Alterations, Additions, Extensions And Modifications To Existing Works

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and

setting out of existing components are compatible with the proposed Works. Where this is not the case the Engineer's Representative must be notified in writing at the earliest possible time.

C.3.4.10 Notice Boards and signs:

The requirements for the provision and erection of separate sign boards for consultants, contractors and subcontractors are:

- 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high.
- 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.

Legal Requirements

All legal requirements for compliance with municipal by laws for erection of sign boards must be obtained by the Contractor prior to erection of any boards. Agreement on a board's position must be reached in principle with the engineer's representative prior to application for municipal permission. Once municipal permission is obtained, proof therefore must be supplied to the Engineer prior to erection. No board shall be erected without the written consent of the Engineer; such consent will not be reasonably withheld.

Advertising Rights

Only one sign board each, for the Contractor and his subcontractors may be erected at the entrance to the construction camp.

Works Notice Board

A construction notice board complying to the SAICE specifications must be provided and erected at a position to be agreed with the Engineer. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

C.3.4.11 Survey Control And Setting Out Of The Works

The survey controls established by the employer and used for the design of the Works are indicated on the Layout Plans.

C.3.4.12 Materials and Samples

The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are identified in the respective standard specifications and project specifications

C.3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

The management of the site shall be in accordance with the provisions of the "Standardised Specifications for Civil Engineering Construction (SANS 1200)" obtainable from the South African Bureau of Standards.

a) Planning and Programming

Planning and programming is to comply with the following:

1. Works Programme must be done in MS Project format
2. Hard (colour) and "soft" (electronic) copies must be supplied to Engineer and Engineer's representative
3. Programmes must be identified with a revision number and date each time a revision is made
4. All linked activities must be shown as such with respective dependencies
5. Critical path must be shown
6. Any floats must be identified
7. Updated hard copy must be posted in meeting room each month
8. Detail shown must be at a level approved by the Engineer

The Contractor's programme must be based on the milestone dates for start and completion specified below. Penalties will be imposed if these Interim Milestone dates are not achieved.

TABLE: INTERIM MILESTONE DATES

Milestone	Date not later than
<u>Start</u> of construction works	Two calendar weeks from commencement date
<u>Completion</u> of all construction works	Threecalendar months from commencement date

b) Sequence of the Works

The sequence of the Works will be determined by the logical order of activities as approved by the Engineer and the specified interim Milestone dates in Table C3.5.1.

c) Methods and Procedures

The methods and procedures that must be complied with are contained in the contract documentation. These include but are not limited to:

- Methods and Procedures in the Standards Specifications
- Methods and Procedures in the Particular Specifications
- Occupational Health and Safety Specifications
- Environmental Work Instructions

d) Quality Plans and Control

The requirements for Quality Plans and Control are stated in SANS 1200A of the Standard Specification and PSA of the Project Specification

e) Construction Method Statement

Within 14 days of the Commencement Date the Contractor shall submit a Construction Method Statement to the Engineer for approval by the Engineer and the Employer.

The Method Statement shall include:

- i. All measures to be implemented to comply with the requirements of the OHS Act.
- ii. A contingency plan to deal with interruptions of shifts by inclement weather, plant breakdowns or emergency closures of the work areas.
- iii. Special measures, such as availability of back-up plant, to be implemented in normal shifts to comply with the Particular specifications.

f) Environment

The Environmental requirements are specified in Section C3.10.

g) Accommodation of Traffic

Traffic will be accommodated by barricading off the existing roads during construction.

The contractor shall make use of approved methods to control the movement of his equipment and vehicles as not to constitute a hazard on the road. The contractor shall also not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the SADC Road Traffic Signs Manual. The contractor shall programme his activities taking note of the above-mentioned restrictions. The contractors tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

The contractor shall take special precautions to ensure the safety of the traffic on all the roads that are affected by the Works. Furthermore, the contractor shall adjust his programme to ensure that the hazards posed to the travelling public by equipment and/or personnel working on the road during unfavourable environmental or traffic conditions are limited as far as possible.

Where excavations constitute part of the works, the contractor shall ensure that the requirements of the OH&S Act are adhered to regarding the barricading and protection of such excavations.

General requirements for accommodation of traffic are dealt with in the Standard Specifications and respective variations to the Standard Specification, in the Project Specification

h) Other Contractors on Site

Other contractors may be employed on adjacent sites.

i) Testing, Completion, Commissioning and Correction of Defects

Procedures for testing, completion, commissioning and correction of defects will be provided to the Contractor by the Engineer on site.

j) Recording of Weather

The contractor shall provide a rain gauge and maximum/minimum thermometer. He shall erect them according to the requirements of the weather bureau. The contractor shall record and keep a record of the daily rainfall and maximum/minimum temperatures and supply the data to the Engineer on a daily basis. A responsible person has to be nominated by the Contractor to undertake this task and to sign the records before submission to the Engineer's representative

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

k) Format of Communications

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections

l) Key Personnel

The Contractor and Engineer must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Engineer, Employer and Contractor.

m) Management Meetings

The following formal meetings will be held at the office of the Engineer's Representative between the representatives of the Employer, Engineer and the Contractor.

- Weekly progress meeting
- Monthly site meeting (Date and time to agreed by attendees)
- Monthly technical meeting (Date and time to agreed by attendees)

The representatives must use the necessary delegated authority in respect of aspects such as planning, change management and health and safety.

The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

n) Daily records

The Contractor must keep daily records of resources (people, plant and equipment employed), consumable used in the works (eg all fuels) and site diaries in respect of work performed on the site. A copy of the previous day's daily record must be signed by the Contractor and provided to the Engineer's representative on a daily basis.

A summary of the above in a format approved by the Engineer, must also be submitted to the Engineer's representative by the Contractor, on a monthly basis. The date of submission will be set by the Engineer at the first monthly site meeting, to suit the date of the site meetings and monthly reports.

o) Bonds and Guarantees

Copies of the bonds and guarantees must be lodged at the office of the Engineer. On release, the bond and guarantees can be collected from the Engineer.

p) Payment Certificates

The Engineer's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the employer shall be borne by the Contractor. The Engineer and the employer shall require three (3) sets of A4-sized paper copies in total together with an electronic copy e-mailed to the Engineer.

q) Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

r) Changes To Scope Of Work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

C3.5.2 FEATURES REQUIRING SPECIAL ATTENTION

(a) 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.

(b) Testing and quality control

(i) Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved

independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of sub-clause C3.5.2 (b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub-clause C3.5.2(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of sub-clause C3.5.2 (b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub-clause C3.5.2(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the bidden rates and prices for

the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub-clause C3.5.2(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (eg re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub-clause C3.5.2(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

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.

(d) Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub-clause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

(e) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 5.4. of the Conditions of Contract.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24-hours but not more than 48-hours in advance. Supplies shall be normalised by 16:00 on the same day.

(g) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently unemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

(h) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.7.2 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 working 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 Sub-clause 6.10 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.

(i) 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 bid 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.

(j) 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 bid 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.

(k) Workmanship and quality control

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 bid 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.

(m) Extension of time due to inclement weather

For the purposes of calculating an extension of time due to climatic conditions in terms of clause 42.2 of the General Conditions of Contract the number of days in excess of the number of working days anticipated to be lost due to climatic conditions shown in Table C3.5.2/1 shall be taken into account:

Table C3.5.2/1**Anticipated Days Lost Due to Inclement Weather Conditions**

Month	Working Days
January	5
February	4
March	3
April	1
May	1
June	0
July	0
August	0
September	1
October	2
November	4
December	4

The following climatic conditions can be classified as inclement weather conditions:

- Severe cold weather conditions,
- Severe windy conditions,
- Severe misty conditions,
- Severe dust storms, and
- Rainy conditions (more than 10 mm rain per day).

The Engineer will certify a day lost due to the above climatic conditions or inclement weather conditions only if:

- (a) no work on the critical path (delay in critical path) according to the latest approved programme for completion of the works could be carried out during that specific working day or if
- (b) only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of inclement weather and/or abnormal climatic conditions will be calculated monthly as being equal to the absolute value of the number of days certified by the Engineer as lost due to climatic conditions, less the number of days in Table C3.5.2/1. The total extension of time for the contract will be the sum of the monthly extensions.

Extension of time for portions of a month shall be calculated pro rata.

If approved extensions of time extend the completion date beyond the start of the Contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the Contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

C3.5.3 PLANT AND MATERIALS

C3.5.3.1 Plant and materials supplied by the employer

No plant or materials will be supplied by the Employer.

C3.5.3.2 Materials, samples and shop drawings

(a) Samples

Materials or work which do not conform to the approved samples submitted in terms of Sub-clause 23.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Sub-clause 7.4 of the Conditions of Contract, be for the Contractor's account.

(b) Shop drawings

Manufacturers shop drawings or pipe fabrication schedules shall be submitted to the Engineer in duplicate.

Fabrication shall not commence until the Contractor has received approval of the details from the Engineer.

C3.5.4 CONSTRUCTION EQUIPMENT

C3.5.4.1 Requirements for equipment

Equipment as required for the execution of the works.

C3.5.4.2 Equipment provided by the employer

No equipment will be provided by the Employer.

C3.5.5 EXISTING SERVICES

C3.5.5.1 Known services

There are other services that may be affected and are shown on the existing services drawing.

C3.5.5.2 Treatment of existing services

All existing services to be located at the commencement of contract to determine the effect on the grade line of the proposed pipeline.

C3.5.5.3 Use of detection equipment for the location of underground services

Detection equipment is to be supplied by the contractor should the need to detect underground services arise.

C3.5.5.4 Damage to services

At the setting out and site clearing stage the contractor shall search for any signs of underground services. The Engineer is to be immediately informed should there be any signs of other services.

In the event of any service being damaged the Contractor shall inform the Engineer and the Owner of the service and then attend to the repair of the service as soon as is required.

C3.5.5.5 Reinstatement of services and structures damaged during construction

Known services damaged by the Contractor shall be reinstated at the Contractors cost.

C3.5.6 APPLICABLE SANS 1921 STANDARDS

The following parts of SANS 1921, Construction and management requirements for works contracts, and associated specification data are applicable to the works:

SANS 1921-part 5 Earthworks activities which are to be performed by hand

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause

Specification Data

Essential Data:

5.1

The depth of trenches which are to be excavated by hand is 1,5 metres.

Additional clauses:

1

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

2

Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

A copy of SANS 1921-5 is included herein under C3.7.3

SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

4.2.1(a)

The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

(Compiler to delete if not appropriate or required)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

C3.5.7 HEALTH AND SAFETY

The requirements for Health and Safety are presented in Section C3.8

Attention is also drawn in this regard to the Safety Agreement to be signed by the Employer and the Contractor (C1.4)

C3.6 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

“The General Conditions applicable to this Contract are the General Conditions of the Contract for Construction Works (GCC04), 1st Edition 2004, Fourth Print, issued by the South African Institute of Civil Engineering (SAICE).

The standard specifications are the SANS 1200 Series and the latest issues applicable at the time of advertisement, shall apply-

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's office
SANS 1200 C	:	Site clearance
SANS 1200DA	:	Earthworks (small works)
SANS 1200 DB	:	Earthworks (pipe trenches)
SANS 1200 DM	:	Earthworks (roads, subgrade)
SANS 1200 L	:	Medium-pressure pipelines
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Stormwater drainage
SANS 1200 M	:	Roads (general)
SANS 1200 ME	:	Subbase
SANS1200 MF	:	Base
SANS 1200 MG	:	Bituminous surface treatment
SANS 1200 MJ	:	Segmented paving
SANS 1200 MK	:	Kerbing and channelling

The term “project specifications” appearing in any of the SANS 1200 standardized specifications must be replaced with the term “scope of work”.

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.

The following Particular Specifications are also included in this section and apply to this contract.

PSA	:	General
PSAB	:	Engineers office
PSDB	:	Earthworks (Pipe trenches)
PSLB	:	Bedding (pipes)
PSLD	:	Construction

VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

PSA GENERAL (SANS 1200 A)

PSA 2 INTERPRETATIONS

PSA 2.1 DEFINITIONS

Add the following to the end of Sub-Clause:

“Notwithstanding anything to the contrary in these specifications, any approval, agreement, authorisation, instruction, etc. by the Engineer shall be made in writing.”

PSA 3 MATERIALS

PSA 3.1 QUALITY

Add the following:

“All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification.

All references to Standard Specifications are to the latest amendment to such specifications.

Provided that a “Certificate of Compliance” issued within the last 6 months is submitted, materials bearing the SANS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Engineer may at his discretion require any material not bearing such a mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor’s cost by the South African Bureau of Standards or other approved body.

Any material found not to be in accordance with the specification will be rejected and replaced by the Contractor at his own cost, regardless of whether or not the material bears the SANS or BS mark or has previously been tested.

PSA 3.3 DELAY DUE TO SUPPLY OF MATERIALS

Add the following new sub-clause:

DELAY DUE TO SUPPLY OF MATERIALS. The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers timeously for the materials required under this Contract.

The Contractor shall, by producing copies of written orders or written enquiries to suppliers, prove to the satisfaction of the Engineer that any delay occasioned by non-availability of materials is the result of the inability of suppliers to supply and not due to his failure to place his order timeously or to make exhaustive enquiries for supplies, before any extensions of the contract time will be allowed due to such delays."

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

Replace "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" with "Occupational Health and Safety Act 1993 (Act No 85 of 1993)".

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

Replace the contents of the Clause with the following:

"The Contractor shall establish a single site camp comprising all necessary offices, stores, workshops, ablution facilities, etc, which shall serve as the base of his operations for the full duration of the Contract and which shall be fully serviced including the provision of water, power and sanitary services. The site camp must be in close proximity to the works.

The Contractor will not be permitted to establish a temporary compound for housing employees on the Site. Temporary housing within the Contractor's site camp and depot site for a maximum of two (2) employees responsible for watching and attendance on any operations which require round the clock attention will however be permitted, provided always that adequate ablution facilities are installed.

The Contractor shall submit to the Engineer, within 7 days of the award of the Contract, an arrangement drawing of his proposed camp and depot sites and he shall not proceed with the establishment thereof until he has received permission in writing to do so. The establishment may not encroach beyond the designated area without permission first having been obtained in writing from the Engineer.

Temporary buildings and sheds shall be of a standard acceptable to the Engineer for this category of building. Old, dilapidated structures will not be permitted on the Site and any structure erected in conflict with these requirements shall be removed within 24 hours of receipt of written notification from the Engineer to do so.

First aid services shall comply with the applicable provisions of the Occupational Health and Safety Act, 1993.

Toilet and ablution facilities complete with running water, and other facilities for construction workers, shall be at least in accordance with Section 28 of the Construction Regulations, 2003 of the Occupational Health and Safety Act, 1993.

All toilet and ablution facilities shall be maintained in a clean, serviceable condition, to the satisfaction of the Engineer.

PSA 4.3 CONSTRUCTION PLANT

Add the following new Sub-Clause:

“CONSTRUCTION PLANT: Construction plant shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair. If the Engineer considers that the plant in use is in any way inappropriate, inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to provide such additional plant or equipment as may be required to efficiently execute the Works.”

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.1 Setting Out of the Works

Add the following at the end of the first paragraph:

“No claims resulting from errors in setting out of the works or in levels resulting from errors in the Engineer’s control points, bench marks or other beacons will be entertained should the Contractor fail to check such and report any discrepancies to the Engineer in writing timeously before commencing with the setting out of the Works. Where labour intensive work is specified, the Contractor shall be responsible for the setting out of task work. ”

PSA 5.3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Particular attention is drawn to the requirement for timeous investigation and the submission of a report by the Contractor, as stipulated in the second paragraph of the clause.

Add the following:

“Before any excavation is carried out within 10 m of the position of a known service the Contractor shall notify the Owner of the service, as well as the Engineer or his Representative, that the excavation is to be made and shall ascertain and comply with all conditions imposed by the Owner. The excavation shall not commence until written authorisation has been received from the Owner that excavations may proceed.

The Contractor shall be liable for any damage that may occur to any service as a result of his operations and he shall immediately notify the Owner and the Engineer of such damage and make all arrangements and pay all costs in connection with the repair thereof."

PSA 5.4 DRAWINGS AND DETAILS

Tender drawings shall not be used for construction purposes. Construction drawings and additional detailed information will be made available to the Contractor as and when required by him for new structures only. With existing structures, the contractor will use existing levels, dimensions and lines and should therefore familiarise himself. Also refer C.3.4.9

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PSA 8.3.3 Other fixed-charge obligations

Amend the description of the payment item as follows:

"The sum shall cover the fixed costs of all other obligations, excluding all safety provisions as prescribed by the Occupation Health and Safety Act, (Act No. 85 of 1993) and the Construction Regulations, 2003, that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contact, and that are not specifically covered in 8.3.1, 8.3.2 and 8.3.4."

PSA 8.3.5 Provision of a Safety Plan in terms of OHS Act and Safety Regulations

Add the following new payment item:

Provision of a Safety Plan in terms of OHS Act and Safety Regulations Unit: Sum

"The sum shall cover the fixed costs of all safety provisions as prescribed by the Occupation Health and Safety Act, (Act No 85 of 1993) and the Construction Regulations, 2003, that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contact, and that are not specifically covered in 8.3.1, 8.3.2 and 8.3.4."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.5 Other time-related obligations

"The sum shall cover the time-related costs of all other obligations, excluding all safety provisions as prescribed by the Occupation Health and Safety Act, (Act No. 85 of 1993) and the Construction Regulations, 2003, that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contact, and that are not specifically covered in 8.4.1 - 8.4.4 (inclusive)."

PSA 8.4.6 Compliance with approved Safety Plan and Occupational Health and Safety Act and Construction Regulations

Add the following new payment items:

Compliance with approved Safety Plan and Occupational Health and Safety Act and Construction Regulations Unit: Week

"The sum shall cover the time-related costs of all safety provisions as prescribed by the Occupation Health and Safety Act, (Act No 85 of 1993) and the Construction Regulations, 2003, that are required for the proper execution of the Works in accordance with the requirements of the specification and the conditions of contact, and that are not specifically covered in 8.4.1 - 8.4.4 (inclusive)."

PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

Add the following sub-clauses:

PSA 8.5.1 Control Testing requested by Engineer

- (i) Provisional Sum for testing requested by the Engineer by an approved independent laboratory including travelling expenses and supply of a certified copy of test results Unit: Prov. Sum
- (ii) Percentage mark-up on item (c)(i) above for Contractor's overheads, administration charges and profit Unit: Percentage (%)

The Contractor shall be reimbursed the sum or sums actually paid by him in connection with the provision of laboratory testing (on production of receipts, statements, vouchers, etc.) and this sum or sums shall be increased by the percentage tendered as mark-up for overheads, administration charges and profit.

PSA 8.5.3 Community Liaison Officer (CLO)

Payments for the employment of a Community Liaison Officer (CLO) from the local community to the approval of the Engineer.

- (i) Remuneration of CLO (based on R 8000/month incl. traveling allowance) Unit: Week
- (ii) Percentage mark-up on items (i) above for Contractor's overheads, liaison, making payments and supplying office space and associated facilities within his establishment Unit: Percentage (%)

PSA 8.6 Dayworks

Note: Executive on Instruction of the Engineer Only. Plant equipment rate must include fuel, tyres, oil, operator, etc.

PSA 8.6.1 Labour

- (i) Un-skilled Unit: Hour
- (ii) Semi-skilled Unit: Hour
- (iii) Skilled (artisan – welder plumber etc.) Unit: Hour
- (iv) Engineer Unit: Hour
- (v) Technician Unit: Hour
- (vi) Foreman Unit: Hour
- (vii) Driver (LDV, machine, trucks, etc.) Unit: Hour
- (viii) Certified Blaster Unit: Hour
- (ix) Steelfixer Unit: Hour
- (x) Concretor Unit: Hour
- (xi) Chargehand Unit: Hour
- (xii) Security Guard Unit: Hour

PSA 8.6.2 Plant and equipment

(a) Tractor loader backhoe (TLB)

- (i) Tractor Loader Backhoe (Bigger than 45kW but smaller than 70kW) Unit: Hour

(b) Crawler Excavators

- (i) Smaller than 93kW (small) Unit: Hour
- (ii) Bigger than 93kW but smaller than 200kW (medium) Unit: hour
- (iii) Bigger than 200kW but smaller than 400kW (large) Unit: Hour

(c) Tipper Trucks

- | | |
|---|------------|
| (i) Tipper trucks (3m ³) Small | Unit: Hour |
| (ii) Tipper trucks (5m ³) Medium | Unit: Hour |
| (iii) Tipper trucks (10m ³) Large | Unit: Hour |

(d) Flat Bed Truck

- | | |
|---------------------------|------------|
| (i) Flat bed 5t capacity | Unit: Hour |
| (ii) Flat bed 5t capacity | Unit: Hour |

(e) LDV

- | | |
|----------------|------------|
| (i) 1t Pick-up | Unit: Hour |
|----------------|------------|

(f) Mobile Crane 5t at 3m radius	Unit: Hour
---	------------

(g) Walk behind vibrating rollers	Unit: Hour
--	-------------------

- | | |
|---|------------|
| (i) Model – Bomag 60 or similar (small) | Unit: Hour |
| (ii) Model – Bomag 76 or similar (medium) | Unit: Hour |
| (iii) Model – Bomag 90 or similar (large) | Unit: Hour |

(h) Plate compactors

- | | |
|----------------------|------------|
| (i) Vipac or similar | Unit: Hour |
|----------------------|------------|

(i) Rammers

- | | |
|-------------------------------|------------|
| (i) Model – Wacker or similar | Unit: Hour |
|-------------------------------|------------|

(j) Concrete Mixers

- | | |
|---|------------|
| (i) Volume 100 litre wet (small, towable) | Unit: Hour |
| (ii) Volume 185 litre wet (medium) | Unit: Hour |
| (iii) Volume 250 litre wet (large) | Unit: Hour |

(k) Diesel compressors including hoses and tools

- | | |
|--|------------|
| (i) Capacity smaller than 200 cfm (small) | Unit: Hour |
| (ii) Capacity bigger than 200 cfm (smaller than 400 cfm)(medium) | Unit: Hour |
| (iii) Capacity bigger than 400 cfm (large) | Unit: Hour |

(l) Waterpump

- | | |
|---|------------|
| (i) Capacity smaller than 400 litre/min (medium) | Unit: Hour |
| (ii) Capacity bigger than 400 but smaller than 600 litre/min (medium) | Unit: Hour |
| (iii) Capacity bigger than 600 but smaller than 1 100 litre/sec (large) | Unit: Hour |

(m) Low-bed

- | | |
|---|------------|
| (i) Low-bed (suitable for the largest piece of equipment above) | Unit: Hour |
|---|------------|

(n) Grader (Cat 140 G or similar)	Unit: Hour
--	------------

(o) Poker vibrator	Unit: Hour
---------------------------	------------

(p) Water tankers

- | | |
|---|------------|
| (i) Capacity 500 litre (small, towable) | Unit: Hour |
| (ii) Capacity 8 000 litre (medium) | Unit: Hour |
| (iii) Capacity 15 000 litre (large) | Unit: Hour |

PS AB: ENGINEERS OFFICE

Change the item descriptions of the following items as follow:

PSA 4.3.1 Item:

a) Engineer's office

Unit: sum

- The office shall be furnished with:
- 2 x office desks and chairs
- 2 x cabinets
- 1 x A1 plan holder
- 1 x fridge

PS AB3 MATERIALS

PS AB 3.1 NAMEBOARDS

Replace the contents of the clause with:

"The Contractor shall supply and erect at an approved site a name board complying with the SAICE's standards. The Engineer shall provide the required wording.

The size of the board shall be 4.88m x 1.8m."

PS AB 4 PLANT

PS AB 4.1 TELEPHONE

Delete Clause and replace with:

A Telkom telephone is not required for use by the Engineer.

PS AB 4.2 SURVEY INSTRUMENTS

Add Clause:

The Contractor shall have the following instruments available in good condition and adjustment for use by the Engineer or his Representative on the Works:

- (a) Level; tripod and 5m staff
- (b) 100 m Steel tape
- (c) 30 m Steel Tape
- (d) 5 m Builders steel tape
- (e) 6 Ranging Rods
- (f) Spirit Level 1m long

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage and shall indemnify the Engineer and the Employer against any claims in this regard. This equipment may be shared between the Contractor and the Engineer by agreement but shall remain on site permanently. Ownership of the survey equipment shall remain with the Contractor.

PSAB 5 CONSTRUCTION

PSAB 5.6 SITE INSTRUCTION BOOK

Add Clause:

"The Contractor shall supply a triplicate carbon book for use as a site instruction book for the duration of the contract.

The book shall be kept on site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:

- (a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections etc. required by the Contractor and,
- (b) by the Engineer for the purpose of writing day-to-day instructions and for confirming any verbal information or instructions given to the Contractor".

PSC SITE CLEARING (SABS 1200 C)

PSC 1 GENERAL

The areas where work is to be carried out must be kept clean for the duration of the contract. All rubbish must be removed without delay and the site must be left clean and tidy on completion of the service.

PSC 2 *DUMPING SITE*

No dumping is allowed on site other than at the designated and approved fill areas. Dumping will only be allowed for filling sinkholes and do lines and may not be detrimental to the natural storm water drainage of the area. Only soil, rock, clean masonry and concrete rubble may be dumped in the designated dump areas.

PSC 3 REMOVAL OF TREES

No trees may be removed without written permission from the Engineer.

PSC 4 MEASUREMENT AND PAYMENT

PSC 4.1 Item:

Clear & Grub (Clause 8.2.1)

Unit: ha or m or km

Add the underlined text to the second sentence of the item description to read as follow:

"The rate shall cover the cost of clearing the surface, removing boulders of size up to 0,15 m³, grubbing of trees and tree stumps (except large trees (**with girth over 1m**) and stumps as specified in 8.2.2 below), cutting of trunks and branches exceeding 0,5m **up to 1,0m** in girth into transportable lengths....."

Add the following to the pay item description:

"The rate shall include for transport and disposal of material and debris to unspecified site and disposal thereof."

"The area (in ha) shall comprise the entire site to be cleared and grubbed within the limits to be indicated by the engineer on site in writing.

The area of clear and grub measured in linear meter (or km) shall be the sections outside the initial cleared area (measured in hectares), specifically applicable to pipeline routes outside the original cleared site area. The width and length shall be indicated by the engineer on site in writing.”

PSD SABS 1200 D: EARTHWORKS

PSD 1 CONSTRUCTION (CLAUSE 5)

PSD 1.1 Excavation for working space (Sub-clause 5.2.2.1 b) and c))

Add the following to the clause:

Other than for the sides of strip or pad footings or where specifically authorized by the Engineer, no concrete shall be placed against the sides of excavations.

For external concrete faces below ground level, (other than concrete placed against the sides of excavations as above) the Contractor shall over-excavate to provide sufficient working space for the erection of formwork.

Tenderers shall allow in their rates for excavation for any over-excavation required for working space.

Excavation volumes for structures will be calculated as the nett volume of the structure below ground level after general site excavations have been completed. No additional payment shall be made for working space.

All water retaining structures shall be shuttered externally on vertical and on other faces inclined within 45° from the vertical.

PSD 1.2 Inspection (Sub-clause 5.2.2.1 d))

Add the following to the clause:

Excavation to final level, ready to achieve a binding layer or concrete footing, shall be completed less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Engineer or his Representative of all surfaces immediately before casting concrete.

PSD 1.3 Over-excavation to sides of excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

Where the sides of excavations are over-excavated to establish safe slopes, provide access to excavations, or for other purposes not specifically required by the Engineer, such over-excavation shall be backfilled with material as required by the Engineer and compacted to a minimum density of 93% Mod AASHTO.

No separate payment will be made for this work.

PSD 1.4 Over-excavation (Sub-clause 5.2.2.1 e))

Add the following to the clause:

If the material in the bottom of an excavation is loosened, or if there is any over-excavation, any loose or disturbed soil shall be removed, and the over-excavation shall be replaced by mass concrete mix 15 MPa.

No separate payment will be made for replace over-excavation with concrete. No separate payment will be made for over excavation as defined in PSD 1.3 and PSD 1.4.

PSD 1.5 Trimming of surface of bulk earthworks (add the following sub-clause 5.2.2.1 f))

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by bulk earthworks, the Contractor shall:

- a) Arrange his bulk excavation operation so that over-excavation is avoided, taking into account the requirements in PSD 1.3.
- b) Over-fill embankments while placing fills as necessary to allow for trimming and arrange his compaction operations to ensure that the specified density is achieved throughout the finally trimmed embankment; and
- c) Shortly before casting concrete or placing precast elements, carefully remove the final layer and trim such surfaces to the design levels and profiles within Grade II degree of accuracy.

PSD 1.6 Disposal of surplus material (Sub-clause 5.2.2.3)

Add the following to the clause:

All surplus material from bulk excavation for concrete units and for pipework shall be dumped, levelled and spread on site at the areas as indicated by the Engineer.

PSD 1.7 Free haul (Sub-clause 5.2.5.1)

Replace the sub-clause with the following:

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the contract as indicated on the drawings shall be regarded as free haul.

PSD 2 MEASUREMENT AND PAYMENT (CLAUSE 8)

1. PSD 2.1 Restricted excavation (add the following to sub-clause 8.3.3)

Add the following to this item:

The volume of restricted excavation will be calculated from the net plan dimensions and the difference between the original ground profiles (or terraces), and the blinding layer (or no-fines) levels shown on the drawings. On the sides, the volume will only be calculated to the outside dimensions of the concrete structures. No additional payment will be made for the provision of working space, although it will be provided.

- PSGA1(a)** High pressure jet 200 mm on each side of expansion joints and cracks. Seal and repair joints using a Sikadur Combiflex 150mm wide by 1mm thick bandage system (or similar approved equivalent bandage system).
- (b) Where excessive corrosion of concrete has occurred and indicated by severe exposure of stone aggregate in the concrete, these areas are to be built up and repaired using Sikadur 45 EpoCem repair mortar (or similar equal and approved system). The Engineer's Representative shall confirm on Site, which areas are to be repaired.
- PSGA2** Chlorine auto changeover feeder
This specification is for the supply, delivery and installation of an auto changeover device good for a maximum capacity of 2kg/hr

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP will be bounded to this document under Part C4 (Post tender inclusion). The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

EMP.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

EMP.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

EMP.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

EMP.5 Access

- Access to existing water, schools, buildings, shops and residential properties must not be impeded during construction.
- Access water utilised by the Contractor must be maintained in good condition.

EMP.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

EMP.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMP.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

EMP.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

EMP.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.

- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public water or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the waterides, including both the public and private water.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

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EMP.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMP.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

OHS.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting and lowering of materials and equipment from the ground onto the pipe pedestals (sewer)
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **Contractor** wherever used in the contract documents and in this specification, shall have the same meaning as **Contractor** as defined in the General Conditions of Contract.

In this specification the terms **principal contractor** and **contractor** are replaced with **Contractor** and **subcontractor** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (b) **Engineer** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (b) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (c) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

OHS.5 RISK ASSESSMENT and SAFETY PLAN

5.1 Risk assessment

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

5.2 Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health

and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

OHS.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHS 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (f) Excavation work as described in Regulation 11;
- (g) Demolition work as described in Regulation 12;
- (h) Scaffolding work as described in Regulation 14;
- (i) Suspended platform operations as described in Regulation 15;
- (j) Material hoists as described in Regulation 17;
- (k) Batch plant operations as described in Regulation 18;
- (l) Explosive powered tools as described in Regulation 19;
- (m) Cranes as described in Regulation 20;
- (n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (p) Stacking and storage on construction sites as described in Regulation 26; and
- (q) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

OHS.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with

the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

OHS.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

NKOMAZI LOCAL MUNICIPALITY

**REFURBISHMENT OF HECTORSPRUIT WASTEWATER TREATMENT
WORKS**

C4: Site Information

C4.1 Locality Plan.....C4-2

C4.1 Locality Plan

The site is in Mpumalanga Province under Ehlanzeni district under Nkomazi Local municipality. The works is accessed via the N4. The site is next to the national railway line and opposite Omnia Hectorspruit Depot.

The approximate GPS Coordinates of the site are; 25°51'21.69"S, 31°48'56.78"E



Figure 1: Locality

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

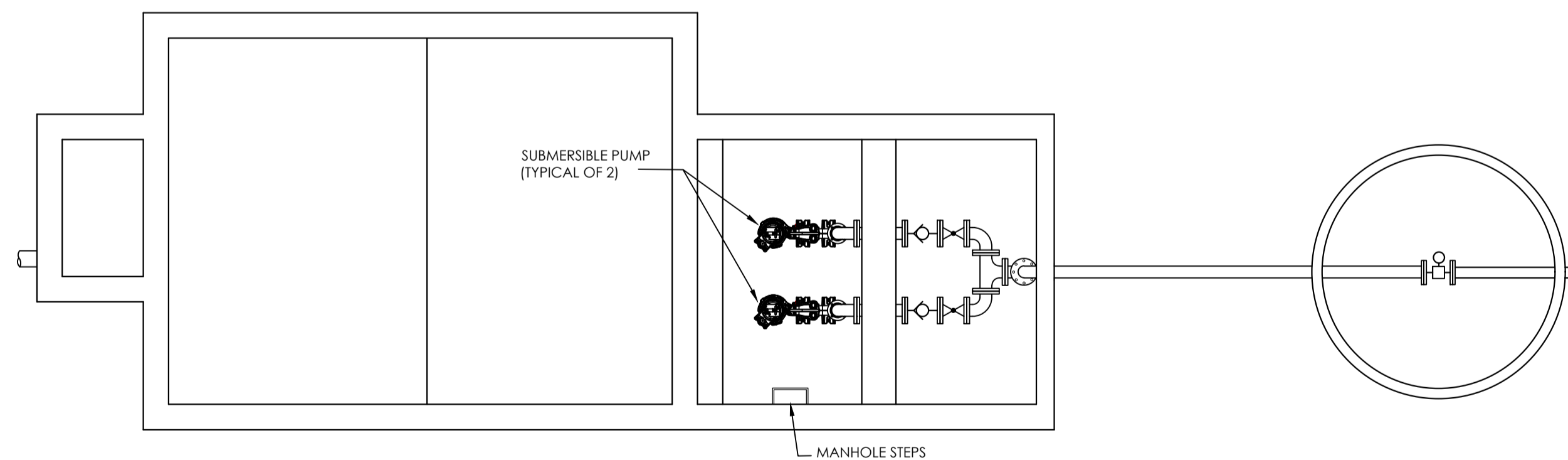
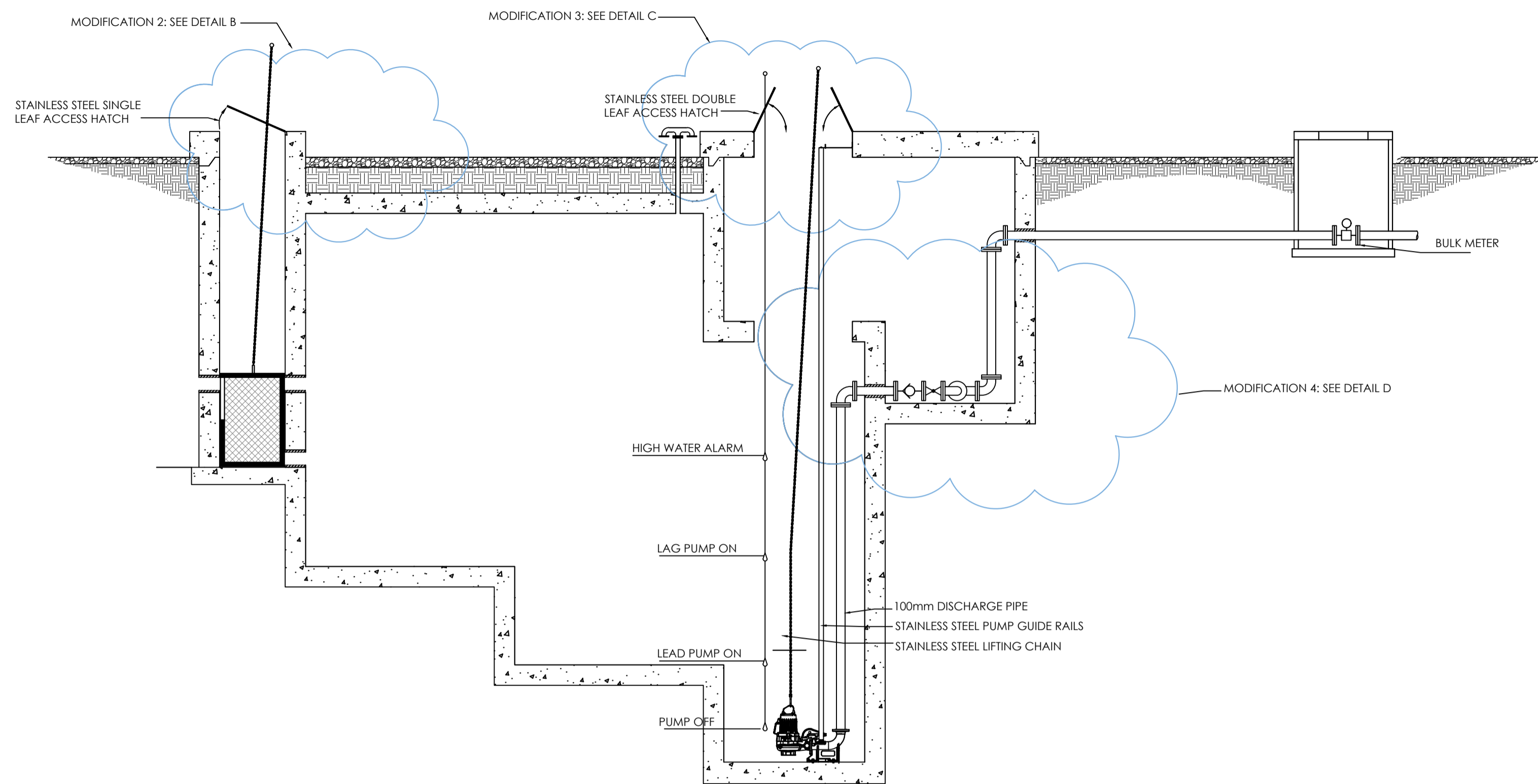
28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



Revisions

Rev	Date	Description
00	22/08/22	MODIFICATION DETAIL

Client



Consultant



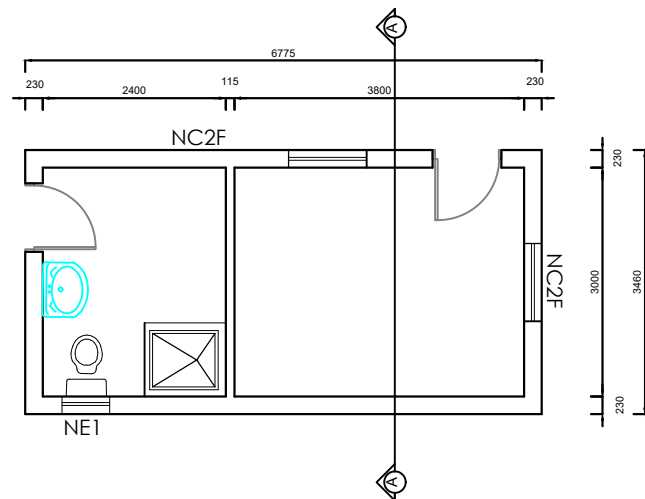
Project Description

REFURBISHMENT OF HECTORSPRUIT
WASTE WATER TREATMENT WORKS

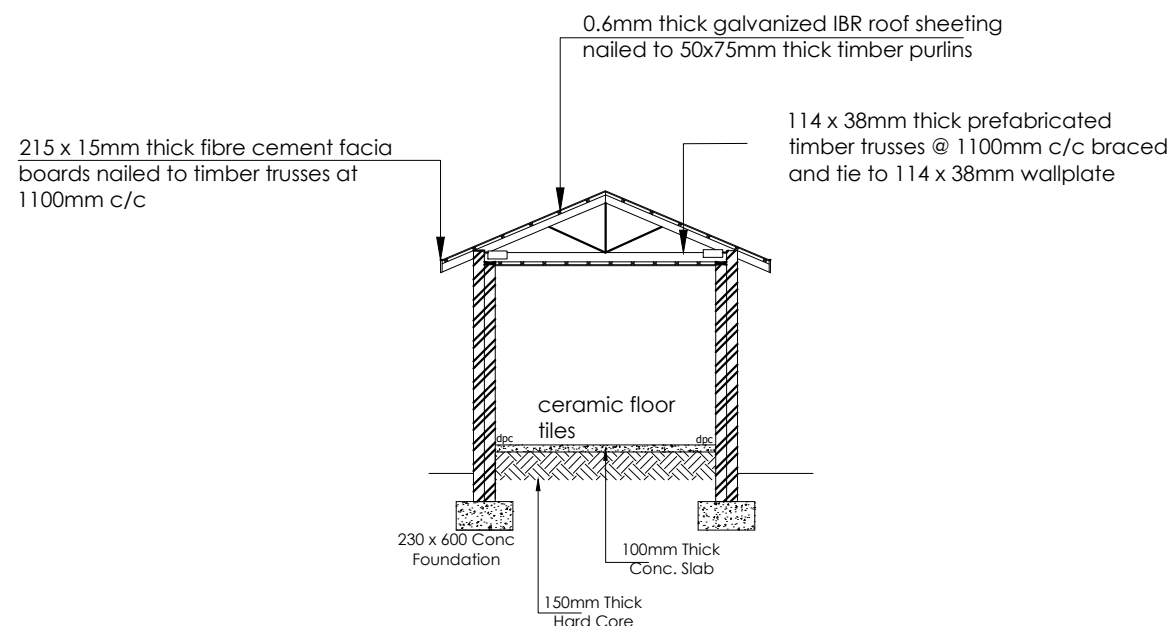
Drawing Title

PUMPSTATION MODIFICATIONS
DETAIL

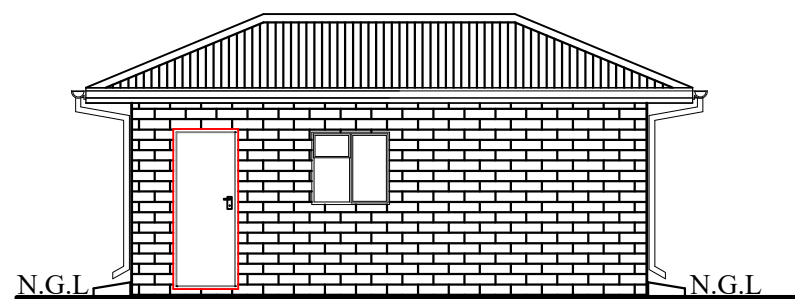
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Drawing No. E01	Revision 01	



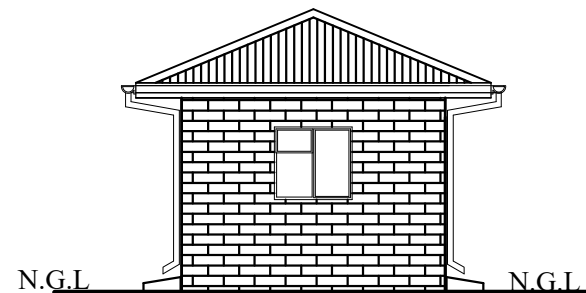
Floor Plan
1:100



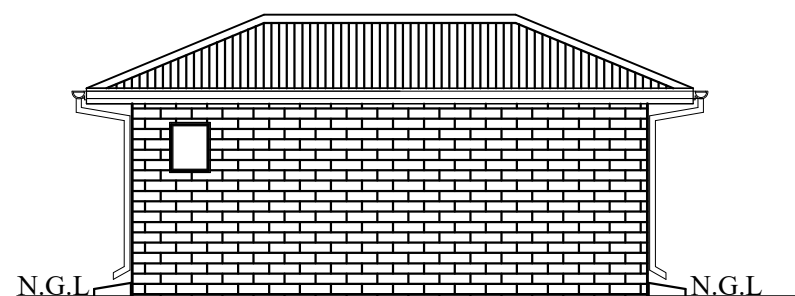
SECTION A-A



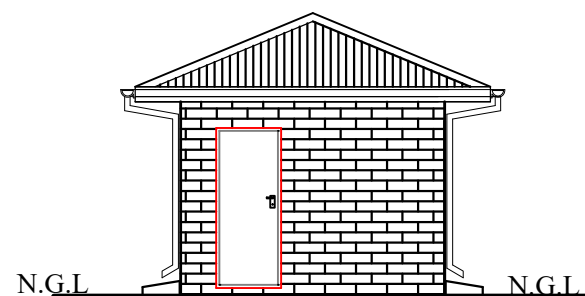
Front Elevation
1:100



Side Elevation
1:100



Back Elevation
1:100



Side Elevation
1:100

GENERAL NOTES

1. Brickforce shall be provided in every course in foundation brickwork.
2. Walls above the damp-proof course shall be lightly reinforced in accordance with the requirements of SANS 10400-K.
3. Strip footings shall be grade 20 concrete.
4. Minimum depth to foundation = 500mm
5. Provide floor slab reinforcement mesh ref. S193. Cover=30mm
6. Soil beneath all surface beds to be compacted to 93% MOD AASHTO density at -1% to +2% of optimum moisture content to a depth of 200mm

Revisions

Rev	Date	Description

Client



Consultant



Description

OPERATOR FACILITIES

Project

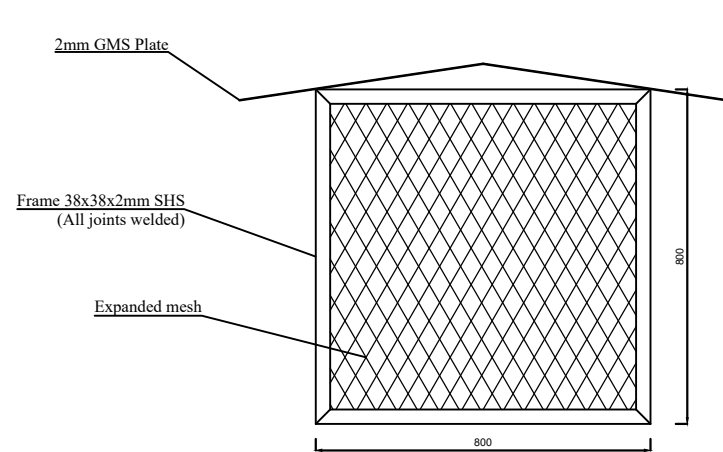
REFURBISHMENT OF
HECTORSPRUIT WASTE
WATER TREATMENT WORKS

Drawn T.T	Scale 1:100	Paper Size A3
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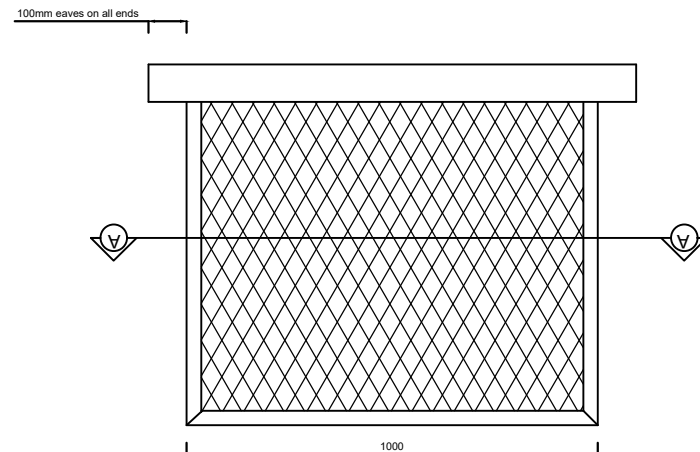
Checked R.C.	Date 22/08/2022
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Approved R.C.	Endorsed by:
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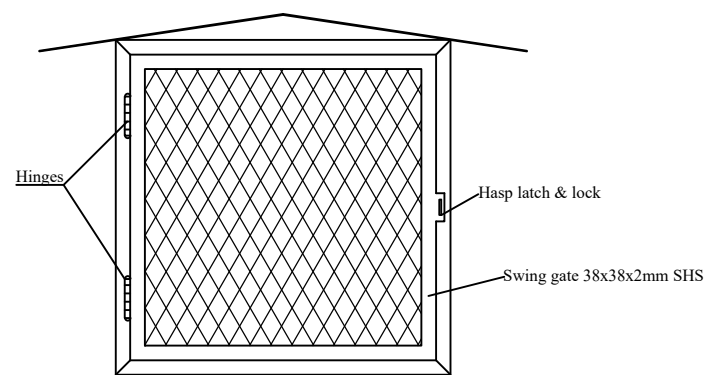
Drawing No. E02	Revision 00
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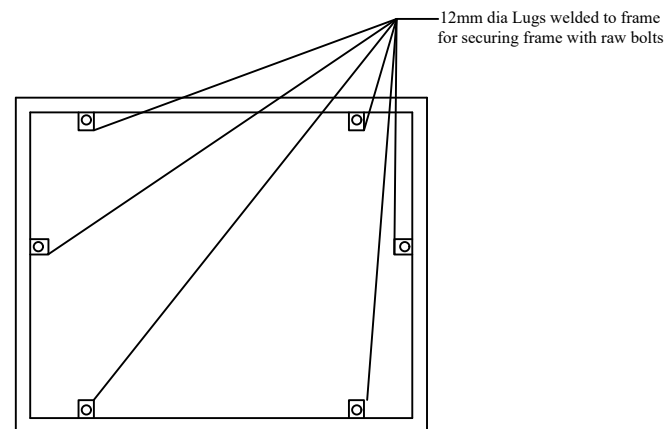
BACK ELEVATION SCALE 1:25



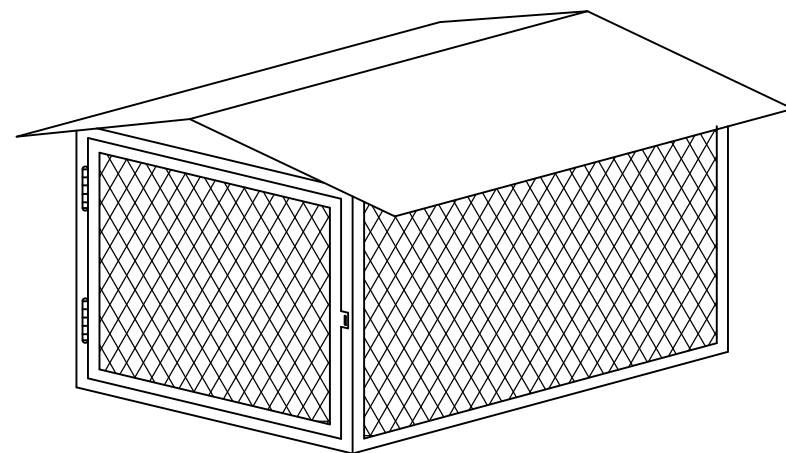
SIDE ELEVATION SCALE 1:25



FRONT ELEVATION SCALE 1:25



SECTION A-A SCALE 1:25



ISOMETRIC VIEW SCALE 1:25

Revisions

Rev	Date	Description

Client



Consultant



Description

GENERATOR CAGE

Project

REFURBISHMENT OF
HECTORSPRUIT WASTE
WATER TREATMENT WORKS

Drawn T.T	Scale 1:25	Paper Size A3
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Checked R.C.	Date 22/08/2022
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Approved R.C.

Endorsed by:

Drawing No. E03	Revision 00
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Revisions

Rev	Date	Description

Client



Consultant



Description

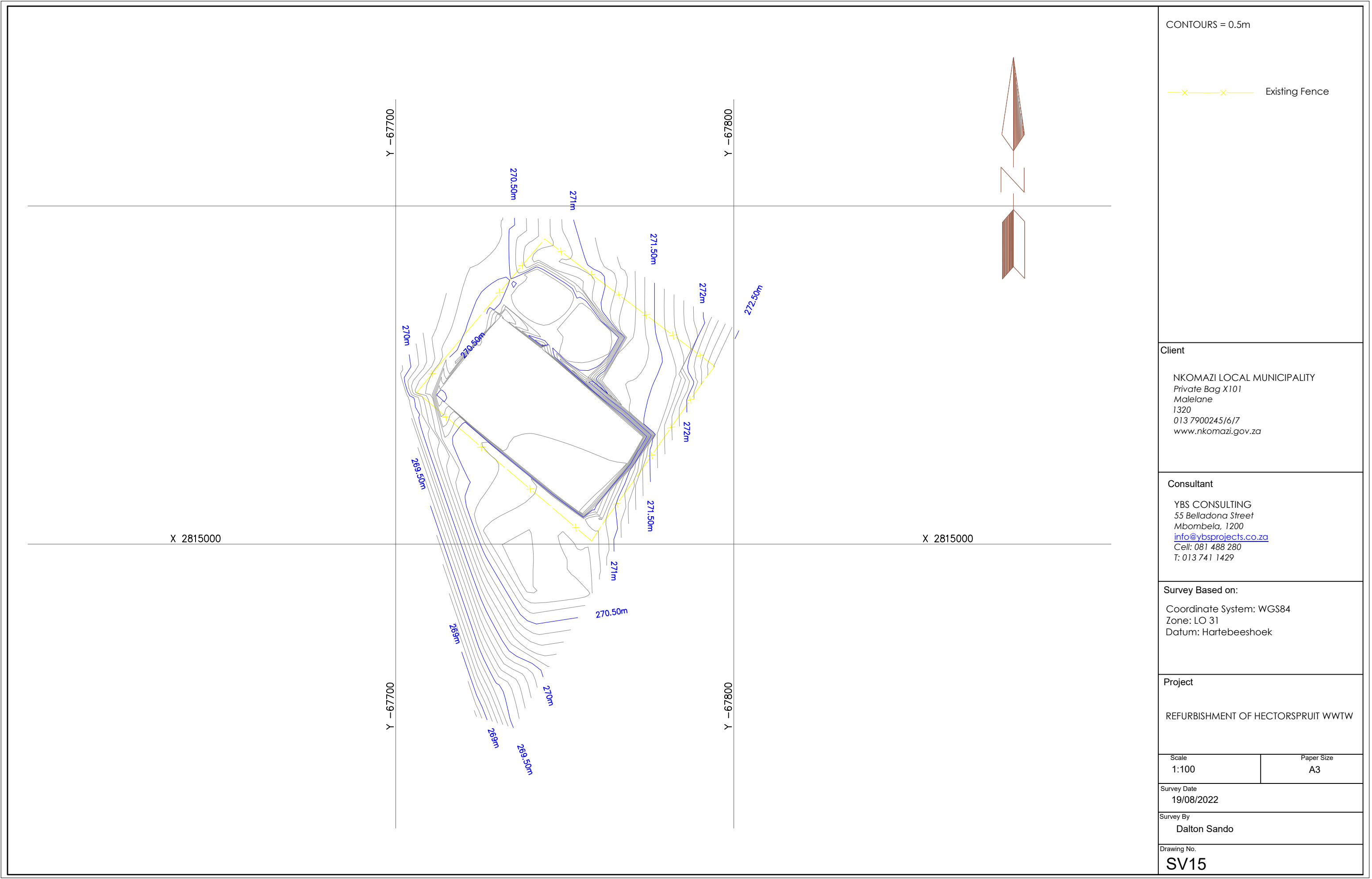
LAYOUT MAP

Project

REFURBISHMENT OF
HECTORSPRUIT WASTE
WATER TREATMENT WORKS

Drawn T.T	Scale NTS	Paper Size A3
Checked R.C.	Date 11/10/2022	
Approved R.C.		
Endorsed by:		

Drawing No. E04	Revision 00
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CONTOURS = 0.5m

Existing Fence

Client

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Consultant

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Survey Based on:

Coordinate System: WGS84
Zone: LO 31
Datum: Hartbeeshoek

Project

REFURBISHMENT OF HECTORSPRUIT WWTW

Scale 1:100	Paper Size A3
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Survey Date
19/08/2022

Survey By
Dalton Sando

Drawing No.
SV15

