



PROJECT FUNDER



PROJECT BENEFICIARY



IMPLEMENTING AGENT

TENDER DOCUMENT

FOR

SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY KIRKWOOD BULK WATER SUPPLY SCHEME TENDER NO: AW2021/22/15

CONTRACTOR:



CONTRACT AMOUNT:

CIDB REGISTRATION NUMBER & GRADING:

CLOSING DATE: Friday, 14 January 2022

CLOSING TIME: 11:00

TENDER BOX: Amatola Water Reception Area, 6 Lancaster Road, Vincent, East London

EMPLOYER:	FUNDER:
Sundays River Valley Local Municipality 31 Middle Street Kirkwood 6120	Water and Sanitation Department of Water & Sanitation Republic of South Africa
IMPLEMENTING AGENT:	EMPLOYER'S AGENT:
Amatola Water 6 Lancaster Road Vincent East London 5247	Gilgal Newground JV 17 St Andrews Road Selborne East London, 5201 Tel: (043) 722-5864
 	

Tender No. AW2021/22/15

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Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T1.1 TENDER NOTICE



PROJECT FUNDER

PROJECT BENEFICIARY

IMPLEMENTING AGENT

BID NO: AW2021/22/15**SUNDAYS RIVER VALLEY LOCAL MUNICIPALITY****TENDER NOTICE AND INVITATION TO TENDER****TENDER No: AW2021/22/15****FOR THE KIRKWOOD BULK WATER SUPPLY SCHEME**

TENDER NOTICE AND INVITATION TO TENDER

Amatola Water Board is a state-owned, South African water utility established in November 1997 and is mandated to render water services to water sector institutions, to local government and other customers in the Eastern Cape.

INVITATION AND SCOPE OF WORK

Suitably experienced and qualified Contractors are invited to respond to this bid invitation for the KIRKWOOD BULK WATER SUPPLY SCHEME. The project is located in Kirkwood, Eastern Cape.

Bid Number	Bid Description	Scope of Work	CIDB Grading	Bid Closing Date and Time
AW2021/22/15	Increased Bulk Storage Infrastructure	<ul style="list-style-type: none"> Construction of a new raw water storage lay dam (Volume = 14 Ml); and supply & install associated infrastructure. Construct a new 3.0 Ml steel reservoir at Kirkwood Town (Kirkwood, Aqua Park, Bergsig) Reservoirs and associated pipework; and Construct a new 3.0 Ml steel reservoir at Bontrug (Moses Mabida, Msengeni) Reservoirs, fencing and associated pipework. 	7 CE or Higher	Friday, 14 January 2022 11:00

Only tenderers who are registered with the CIDB (or capable of being so prior to the evaluation of submissions), in a Contractor grading designation equal to, or higher, than 7 CE and who are also able to satisfy the prequalification criteria stated in the tender data, are eligible to tender.

NON-COMPULSORY BID CLARIFICATION MEETING

A non-compulsory **Tender Clarification Meeting** will be held as follows:

- Venue: Join Zoom Meeting (Meeting ID: 854 7603 2470, Passcode: 747617)
- Date: Thursday, 9 December 2021
- Time: 12:00

BID CONDITIONS

- The 2017 Preferential Procurement Policy Framework Act 2000 (PPFPA) principles shall apply, whereby submissions will be evaluated accordingly to the provisions of the Act.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- ii) Broad Based Black Economic Empowerment (B-BBEE) Status will be scored in accordance with the DTI Codes of Good Practice and bidders must submit their original and valid B-BBEE status level certificate or a certificate issued by a registered auditor, accounting officer (as contemplated in section 60 (4) of the Closed Corporation Act, 1984) or an accredited verification agency in order to be eligible for B-BBEE points.
- iii) Tenders which are late, incomplete, unsigned or submitted electronically will not be accepted.
- iv) All tenders are to remain valid for a period of 12 weeks from the closing date of the submission.
- v) A Tax Compliance status PIN (an original valid SARS certificate) must be submitted with the tender document in order to be considered.
- vi) Failure to provide supplementary information specified and completion of the returnable schedules will result in the tender being regarded as non-responsive.
- vii) Tender Forms (Form C1.1: Form of Offer and Acceptance) that are incomplete or incorrectly completed will result in the disqualification of the tender.
- viii) Amatola Water does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or portion of tender.
- ix) Only Contractors who have completed at least one project that required the construction of Civil Works valued at least R 10,000,000.00 (incl. VAT) are eligible to tender.
- x) Only Contractors who have a proposed Site Agent who has at least 5 years' similar experience and Pr Eng or Pr Tech registration and a proposed Main Foreman who has supervised at least one project involving the construction of a new or upgraded waterworks or wastewater Works of at least 10ML/d capacity are eligible for award if the preferred Bidder.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO. 5, 2000 (PPPFA) WILL BE APPLIED AS FOLLOWS:

In terms of the Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017, Subcontracting as a Condition of Tender, as specified in Regulation 9 will apply. The successful tenderer will be required to subcontract a minimum of 30% of the Contract value to EME's or QSE's that are at least 51% owned by the following:

LOCAL CONTENT AND PRODUCTION

Contractors submitting tender offers should please note that certain designated local content and production material will be required to be supplied as part of this bid. Contractors are required to comply with the provisions of the National Treasury Instruction Notes relevant to the specific designated commodities.

BID PUBLICATION

Tender documents can be obtained electronically from <https://www.amatolawater.co.za/scm/tenders> from **Friday, 26 November 2021 (12:00)**.

BID SUBMISSION

The original completed bid documents must be submitted in a sealed envelope or parcel endorsed with the Bid Number and Bid Description as detailed in the Tender Data. The sealed envelope must be deposited in the Bid/Tender Box located in the reception area of Amatola House, 6 Lancaster Rd, Vincent, East London, prior to the time and date indicated in the bid notice and the Tender Data. The bid submissions will be opened in public shortly the closing time.

BID ENQUIRIES

No telephonic enquiries relating to this tender will be entertained. All enquiries regarding this tender must be in writing only and must be directed to:

Mr S Biyela - E-mail: sbiyela@amatolawater.co.za

Mr S Qweleka

Acting Chief Executive Officer

Amatola Water supports transformation through Preferential Procurement and tenders will be awarded in accordance with Amatola Water's Supply Chain Management Policy

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

INVITATION TO TENDER**SBD 1**

YOU ARE HEREBY INVITED TO TENDER FOR THE FOLLOWING PROJECT:

TENDER NO: AW2021/22/15
KIRKWOOD BULK WATER SUPPLY SCHEME

NOTE THE FOLLOWING REQUIREMENTS

TENDER NUMBER:	AW2021/22/15	CLOSING DATE:	14 January 2022	CLOSING TIME:	11:00
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All tenderers must fill in and sign the Form of Offer and Acceptance.

Tender documents must be deposited in the tender box situated at Amatola Water, 6 Lancaster Road, Vincent, East London. The documents must be submitted in a sealed envelope clearly marked with the Contract number and project name.

Tenderers must ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

Tender box is accessible weekdays during office hours from 08:00 – 16:00.

All tenders must be submitted on the official forms – **(Do not re-type or dismantle this document)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

Name of Tenderer		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cell phone Number		
Facsimile Number	Code:	Number:
Vat Registration Number		

Has a valid tax clearance certificate or Tax compliance PIN Document been submitted (MBD 2)?	YES / NO
Are you the accredited representative in South Africa for the goods/services offered	YES / NO (IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER	
DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED	
TOTAL TENDER PRICE (INCL. VAT)	

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T1.2 TENDER DATA

Tender Data comprises three sections :

- T1.2.1 refers to the Standard Conditions of Tender
- T1.2.2 refers to the Variations to the Standard Conditions of Tender
- T1.2.3 refers to the Additional Conditions of Tender

T1.2.1 Standard Conditions of Tender



CIDB Standard Conditions of Tender

(August 2019 edition)

The Standard Conditions of Tender are those contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Board Notice 423 of 2019, in Government Gazette No. 42622, on 08 August 2019. (Refer to www.cidb.org.za and/or www.gpwonline.co.za).

Annex C of the abovementioned Board Notice is reproduced below, without amendment or alteration, for the convenience of Tenderers.

C.1 GENERAL

C.1.1 Actions

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

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

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

C.1.1.3 The Employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the Contract.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

C.1.3 Interpretation

C.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.

C1.3.2 These conditions of tender, the Tender Data and tender schedules which are required for tender evaluation purposes, shall form part of any Contract arising from the invitation to tender.

C1.3.3 For the purposes of these conditions of tender, the following definitions apply:

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or Tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the Tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a Contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's Agent

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

C.1.5 Cancellation and Re-invitation of Tenders

C.1.5.1 An Employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction Works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement Procedures

C.1.6.1 General

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

C.1.6.2 Competitive Negotiation Procedure

C.1.6.2.1 Where the Tender Data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed Contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the Tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

C.1.6.2.2 All responsive Tenderers, or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the Tender Data, shall be invited to enter into competitive negotiations, based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal Procedure Using the Two-Stage System

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Tender Data, and award the Contract in terms of these conditions of tender.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

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

C.2.2 Cost of Tendering

C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check Documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek Clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working Days before the closing time stated in the Tender Data.

C.2.9 Insurance

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

C.2.10 Pricing the Tender Offer

C.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 fourteen (14) Days before the closing time stated in the Tender Data.

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

C.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.

C.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.

C.2.11 Alterations to Documents

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

C.2.12 Alternative Tender Offers

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

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a Tender Offer

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a Joint Venture to provide the whole of the Works identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the Tender Data.
- C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.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.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to Contract as Joint Ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- C.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.
- C.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.
- C.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.
- C.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the Tender Data.
- C.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.
- C.2.15 Closing Time**
- C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.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.
- C.2.16 Tender Offer Validity**
- C.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.
- C.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a Tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of Tender Offer after Submission**
Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.
- Note : *Sub-clause C.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.*
- C.2.18 Provide Other Material**
- C.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.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C.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.

C.2.20 Submit Securities, Bonds and Policies

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

C.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.

C.2.22 Return of Other Tender Documents

If so instructed by the Employer, return all retained tender documents within twenty-eight (28) Days after the expiry of the validity period stated in the Tender Data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 Respond to Requests from the Tenderer

C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working Days before the tender closing time stated in the Tender Data and notify all Tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three (3) working Days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who collected tender documents.

C.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.

C.3.4 Opening of Tender Submissions

C.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.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-Envelope System

C.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.

C.3.5.2 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the Contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

and recommendations for the award of a Contract, until after the award of the Contract to the successful Tenderer.

C.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.

C.3.8 Test for Responsiveness

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

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

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

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

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

C.3.9 Arithmetical Errors, Omissions and Discrepancies

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

C.3.9.2 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii. the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.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.

C.3.11 Evaluation of Tender Offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a Contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a Tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a Contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias,

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

	providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a Contract to a Tenderer who satisfies all requirements are restrictions from doing business with the Employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred Tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The Employer must appoint an evaluation panel of not less than three persons conversant with the proposed Scope of Works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

C.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.

C.3.13 Acceptance of Tender Offer

Accept the tender offer; if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement;
- b) can, as necessary and in relation to the proposed Contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the Contract;
- c) has the legal capacity to enter into the Contract;
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act (No. 71 of 2008) bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the Tender Data; and
- f) is able, in the opinion of the Employer, to perform the Contract free of conflicts of interest.

C.3.14 Prepare Contract Documents

C.3.14.1 If necessary, revise documents that shall form part of the Contract and that were issued by the Employer as part of the tender documents to take account of:

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

C.3.14.2 Complete the schedule of deviations attached to the Form of Offer and Acceptance, if any.

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

An Employer must, within twenty-one (21) working Days from the date on which a Contractor's offer to perform a construction Works Contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide Copies of the Contracts

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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.

C.3.18 Provide Written Reasons for Actions Taken

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

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. 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.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender:

Clause No.	Variation, Amendment or Addition
C.1	General
C.1.1	Actions
C.1.1.1	Add the following: The Employer is the AMATOLA WATER BOARD, represented by the Amatola Water CEO.
C.1.1.2	Add the following clauses after the first paragraph: The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.
C.1.2	Tender Documents Add the following to the end of Clause C.1.2: The Tender Document for this Contract comprises the following: Not issued to Tenderer's, but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: <ol style="list-style-type: none"> 1. CIDB, "The Standard for Uniformity in Construction Procurement", Board Notice 423 of 2019, in Government Gazette No. 42622, of 08 August 2019. 2. General Conditions of Contract for Construction Works (GCC2015), Third Edition, 2015, published by the South African Institute of Civil Engineering (SAICE) 3. S.A. National Standards SANS 1200 Standardized Specifications for Civil Engineering Construction. 4. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6. 5. Other National Standards as listed in Part C3.3 (Volume 2) 6. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2017). 7. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014). The tender documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnables T2.1 Returnable Documents (Compulsory Submissions) T2.2 Returnable Documents for Tender Evaluation T2.3 Returnable Documents for Scoring Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Agreement in terms of OHS Act Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Specifications C3.1 Scope of Works C3.2 General Specifications C3.3 Particular Specifications C3.4 SMME Specifications C3.5 Labour and Community Specifications C3.6 Health and Safety Specifications C3.7 Environmental Specifications C3.8 Labour Intensive Construction Specifications

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C3.9 Training Specifications

Part C4: Site Information

C4.1 Site Report

C4.2 Drawing Register

C4.3 Drawings

Volume 1 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

C.1.4 Communication and Employer's Agent

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during Site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to Contractors by its Manager: Supply Chain Management, or his nominee.

The Employer's Representative is:

Name: Mr M Prince (Planning and Development Unit)

Address: AMATOLA WATER
6 Lancaster Road, Vincent
EAST LONDON
5217

Tel: 083 666 4044

E-mail: mprince@amatolawater.co.za

The Employer's Agent is:

Name: Mr L Fourie

Address: Newground Projects
17 St Andrews Road, East London, 5247

Tel: 082 5766 828

Email: louis@newground.co.za

C.1.6.2 Competitive Negotiation Procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal Procedure Using the Two-Stage System

Add the following to C.1.6.3:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2:

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

Delete the heading **Eligibility** and replace with **Responsiveness Criteria**

Delete the clause and replace with the following:

C.2.1.1 Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and Contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made, and what the offer constitutes, will be declared responsive.

C.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

C.2.1.4.1 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, but not less than **7 CE or higher** class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with an active status with the CIDB.
- the lead partner has a Contractor grading designation of not lower than one level below the required grading designation in the CE class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

C.2.1.4.2 National Treasury Central Supplier Database Registration

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Only Tenderers who are currently registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderer's CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

For further enquiries contact the Supply Chain Management Unit on Tel: 043 707 3700.

C.2.1.4.4 **Tenderer's Tax Clearance Certificate**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.

C.2.1.4.5 **Compliance with Requirements of Amatola Water SCM Policy and Procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- 1 Completion of the Compulsory Enterprise Questionnaire;
- 2 Completion of the Form of Offer and Acceptance;
- 3 Registration with CSD –Compliance in terms of restriction and taxes;
- 4 VAT registration number (if any) to be provided;
- 5 A completed **Certificate of Authority for Partnerships / Joint Ventures / Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership / joint venture / consortium's behalf (applicable schedule to be completed);
- 6 A copy of the partnership / joint venture / consortium agreement to be provided;
- 7 SBD4 - A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- 8 SDBD 8 - A completed **Declaration – Conflict of Interest and Declaration of Bidder's Past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
- 9 SBD 9 - A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- 10 The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- 11 The tenderer's tax matters with SARS are in order;
- 12 The tenderer is not an advisor or consultant contracted with the Employer;
- 13 The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

C.2.1.4.6 **Capability Requirement Compliance Verification**

Tenderers not complying with the minimum qualifying criterion for Tendering Entity's Relevant Experience (below) will be considered non-responsive.

Although not used as 'minimum qualifying criteria' for being considered 'responsive' or 'non-responsive' prior to price and preference scoring of Tenderers, the Key Staff criteria (below) are a minimum requirement for the preferred Bidder to meet as a condition of award.

Details	Item Max. Points
Criteria 1: Previous Work Experience	30
1.1 Work Experience (Letter of Award, dated within the last 10 years shall be supplied as proof before any points are allocated)	30
Less than 3 projects of similar nature with project values of at least R 10 million	0
At least 3 projects of similar nature with project values of at least R 10 million	9
At least 5 projects of similar nature with project values of at least R 10 million	15

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

At least 8 projects of similar nature with project values of at least R 10 million	30
Criteria 2: Key Personnel (Certified copies of certificates along with signed copies of CV's, all pages, shall be supplied as proof before any points are allocated)	50
2.1 Contracts Manager	
2.1.1 Qualifications	10
The proposed key person has no qualification and/or registration.	0
The proposed key person is a Candidate Engineer/Technologist/Technician (ECSA) or Candidate Construction Manager (SACPCMP)	4
The proposed key person is a Professional Technician.	7
The key person is a Professional Engineer, Professional Technologist with ECSA or is registered as a Professional Construction Project Manager or Professional Construction Manager with SACPCMP.	10
2.1.2 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.2 Site Agent	
2.2.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.3 Site Foreman	
2.3.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 7 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 10 years' experience but 7 or more years' experience in projects of a similar nature.	7
The proposed key person has 10 or more years' experience in projects of a similar nature.	10
2.4 Safety Officer	
2.4.1 Qualification	10

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

The proposed key personnel are not registered as a Professional Safety Officer with SACPCMP.	0
The key personnel are registered as a Professional Safety Officer with SACPCMP.	10
Criteria 3: Local Operational Office	20
<u>3.1 Local Operation Office</u>	
Proof of an operational office within Sundays River Valley Local Municipality	20
Proof of an operational office outside Sundays River Valley Local Municipality but within Sarah Baartman District Municipality or within Nelson Mandela Bay Municipality	10
Proof of an operational office outside Sarah Baartman District Municipality but within the Eastern Cape	5
No office in operation within the Eastern Cape	0
TOTAL EVALUATION SCORE FOR FUNCTIONALITY	100

C.2.1.4.7 Local Content

The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.

C.2.1.4.7.1 The stipulated minimum threshold percentages for local production and content for the various relevant steel, and pipework fittings ("the designated sectors") shall be as set-out in Returnable Document SBD6.2.

C.2.1.4.7.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, at telephone number 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

C.2.1.4.7.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

C.2.1.4.7.4 A bid will be declared non-responsive / disqualified if the fully completed and signed **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

C.2.1.4.7.5 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843 384.

C.2.3 Check Documents

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's Agent at once of any such problems identified.

C.2.6 Acknowledge Addenda

Add the following:

All tenderers are to acknowledge receipt of any Addenda issued and to complete the relevant form in the Returnable Schedules.

C.2.7 Clarification Meeting

Add the following:

The arrangements for the Site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the Site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The Tenderer shall, in addition to providing full valid contact details (contact person's name, phone number and e-mail address) in the Clarification Meeting Attendance Register, write-in the same contact details on Returnable Schedule A2 (Certificate Of Attendance At Clarification Meeting/Site Inspection) and, within 3 (three) working Days of the Clarification Meeting date, scan Returnable Schedule A2 and e-mail the scan (using the e-mail contact address supplied) to the e-mail addresses given in the Schedule.

The contact e-mail address given shall not have a spam filter which automatically blocks any incoming e-mails where the recipient is one of up to 100 other recipients.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Tenderers must sign the Clarification Meeting Attendance Register in the name of the tendering entity. Addenda will only be issued to, and tenders will only be received from, those entities appearing on the Clarification Meeting Attendance Register.

C.2.8

Seek Clarification

Add the following :

The tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) Visited the Site(s) where delivery of the proposed Works will take place, carefully examined existing conditions, the means of access to the Site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, Plant and equipment to and from the Site(s) and made the necessary provisions for any additional costs involved thereby.
- d) Requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) Received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.11

Alterations to Documents

Add the following:

In the event of an error having been made on the price schedule, it shall be crossed out in non-erasable ink and shall be accompanied by an initial of each signatory to the Tender at each and every price alteration.

If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and shall not be considered.

C.2.13

Submitting a Tender Offer

Add the following to C.2.13.1, at the end of the first sentence:

C.2.13.1

Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Replace C.2.13.2 with the following:

C.2.13.2

Return all returnable documents to the Employer after completing them in their entirety by writing legibly in non-erasable ink. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.

The Original to be submitted shall comprise:

- Tender Document, as proof of specifications tendered on and duly completed and signed.
- Indexed Lever-Arch file (or files) with all supporting documentation clearly marked with Tenderer's name and the Employer's Bid Number on the spine or cover.

Failure to comply with these requirements may result in the tender being declared non-responsive. Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above.

The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.

The binding of the original volume of the Tender Document may **NOT** be dismantled. PDF copies of the blank documents have been included in the accompanying CD for the purposes of distributing among members of the bidding team.

Add the following to C.2.13.3 at the end of the first sentence:

C.2.13.3

Parts of each tender offer communicated on paper shall be submitted as an original, plus all supporting documents). No copy is required.

Add the following to C.2.13.4:

C.2.13.4

Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.

In the case of a **JOINT VENTURE / CONSORTIUM** submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

Add the following to C.2.13.5 at the end of the first sentence:

C.2.13.5 The tender submission details are all described on the General Tender Information page.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.14 Information and Data to be Completed in all Respects

Add the following:

The tenderer is required to provide all the data or information as requested below:

- All the documents and schedules as listed under T2.1: Returnable Schedules required for tender evaluation purposes.
- All the documents and schedules as listed under T2.3: Returnable Schedules that will be incorporated in the Contract.

Should a Tenderer not provide all of the above-mentioned data or information, the Tenderer will be considered non-responsive.

Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar construction Works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the Contract period. Satisfy the Employer and Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.

Accept that the Employer is restricted in accordance with clause 4.(4) of the Constructions Regulations, 2014, to only appoint a Contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause C.2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Tenderer.

C.2.15 Closing Time

Add the following to C.2.15.1 after the first sentence:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 Tender Offer Validity

Add the following to C.2.16.1 after the first sentence:

C.2.16.1 The tender offer validity period is **12 weeks (84 calendar Days)**.

C.2.16.2 **Delete the clause and replace with the following:**

Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

C.2.17 Clarification of Tender Offer after Submission

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

C.2.18 Provide Other Material

Delete the following word in C.2.18.1:

C.2.18.1 notarized

Add the following after C.2.18.2:

C.2.18.3 Tenderers shall fully co-operate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 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.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 Certificates

Add the following after the first sentence:

The tenderer is required to submit the following:

C.2.23.1 Evidence of Tax Compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, the tax status of the Tendering company/ies shall be verified by Amatola Water using their National Treasury Central Supplier Database number/s. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.

Tenderers are to note that the Employer will not award a Contract to a Tenderer whose tax matters are not in order.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof with the tender submission, either as SANAS approved certificates, sworn affidavits, or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of Good Practice, as issued by the Department of Trade and Industry.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the following new clause:

C.2.24 Amendments, Alterations and Qualifications

No amendments, alterations or qualifications to the tender document will be accepted. Any such changes will result in the tender submission being declared non-responsive.

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 Respond to Requests from the Tenderer

Amend C.3.1.1 as follows:

C.3.1.1 The Employer will respond to a request for clarification received up to seven working Days before the tender closing time stated in the Tender Data and notify all tenderers who attended the Clarification Meeting.

C.3.2 Issue Addenda

Amend C.3.2 as follows:

Change "three (3)" working Days to read "five (5)" working Days.

Add the following to C.3.2, at the end of the paragraph:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

The Employer or his Agent shall not be held liable or responsible for non-receipt of any Addenda issued (and consequent rejection of tender submitted) where communication of such Addenda using the supplied contact e-mail address fails for whatever reason.

C.3.4 Opening of Tender Submissions

Add the following to C.3.4.2 at the end of the paragraph:

C.3.4.2 The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.5 Two-Envelope System

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

C.3.7 Grounds for Rejection and Disqualification

Add the following to the end of C.3.7:

Tenderers will be disqualified:

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- a) If any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector;
- b) If from information given in the completed Compulsory Enterprise Questionnaire, the Employer considers that there is a potential conflict of interest which may potentially compromise the tender process.

C.3.8 Test for Responsiveness

C.3.8.2 Delete clause C.3.8.2 (c)

Replace the final sentence of clause C.3.8.2 with the following:

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

Add the following after C.3.8.2:

C.3.8.3 A tender offer that does not meet the requirements as specified below, will be deemed non-responsive:

- The Tender offer does not meet any one of the eligibility criteria specified in Clause C.2.1.1 as amended.
- The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly, and the Tenderer has failed to sign the Offer portion of C1.1.
- If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.
- The Tenderer's price is based on fixed rates or amended percentage allowance in lieu of Contract Price Adjustment or amended percentage allowance for Contingencies.
- There are any other material deficiencies whereby the price submitted is not for the identical requirements and Scope of Work as other correctly completed tenders (such as changing any quantity or percentage allowance in the Pricing Schedule or failing to incorporate the requirements of Addenda where these materially affected the pricing eg where the Notice to Tenderers required any amendments or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes).

C.3.8.4 The Employer reserves the right not to accept a tender offer which, in the Employer's opinion, materially and/or substantially deviates from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical Errors, Omissions and Discrepancies

Add the following after clause C.3.9.4:

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, are priced 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 tender offer.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

C.3.10 Clarification of a Tender Offer

Delete the clause and replace with the following:

The Employer may, after the closing date, request additional information or clarification from a tenderer, in writing, on any matter affecting the evaluation of the tender offer, or that could give rise to ambiguity in a Contract arising from the tender offer.

C.3.11 Evaluation of Tender Offers

Add the following to C.3.11.1:

C.3.11.1 General

Tenders will be evaluated in terms of the Amatola Water procurement policy.

The Employer reserves the right to contact references and make enquiries to determine the tenderer's competence, reliability, experience, reputation, and capability to perform the Contract.

Preference Points

In the case of a functionality, price, and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.
- 4)(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):



Where

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{min} = Price of lowest acceptable tender.

- 4)(a)(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

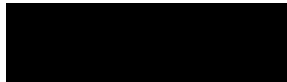
- 4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

- 4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).
- 4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4)(e) Subject to paragraph 4.3.8 the Contract must be awarded to the tender who scores the highest total number of points.

90/10 system for requirements with a Rand value above R 50 million (all applicable taxes included).

- 5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):



Where

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{min} = Price of lowest acceptable tender.

- 5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBEE status level of contributor in accordance with the table below:

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

- 5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5)l Subject to paragraph 4.3.8 the Contract must be awarded to the tender who scores the highest total number of points.

C.3.13 Acceptance of Tender Offer

Delete the first paragraph of C.3.13 and replace with the following:

Accept the tender offer, if in the opinion of the Employer, it does not present any material risk and only if the tenderer:

Delete C.3.13 a) and replace with the following:

- C.3.13 a) a) Is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the Employer's procurement;

Add the following at the end of C.3.13:

- C.3.13.1 If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.17 Provide Copies of the Contracts

Add the following after the first sentence:

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

Add the following after C.3.18:

C.3.19 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.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 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 2014 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 Contractor is required to ensure that all sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in "**Error! Reference source not found.**" of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 Days after the Commencement Date of the Contract.

T.1.2.3.2 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 shown on the Contract Drawings or 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:

- Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 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.
- Visited the Site of the proposed Works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and Construction Equipment to and from the Site and made the necessary provisions for any additional costs involved thereby.
- Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or 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.

T.1.2.3.3 Community Liaison Officer

A Community Liaison Officer is to be employed for the duration of the construction period.

T.1.2.3.4 Use of Local Labour

It is a requirement for the Contract that the work be executed in such a manner as to maximize the use of labour intensive construction practices in or to provide the local community with the employment opportunities.

The Tenderer is to identify all activities for which it is intended to employ workers from the local community, and full details thereof are to be provided during weekly and monthly reporting.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

In applying the principles set out above, it is a specific requirement of this Tender that a successful Tenderer employs, in consultation with the CLO, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a Contract of this nature.

- In order to achieve the recruitment of local labour, the Local Communities would establish, together with the RDP/Development Forum, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful Tenderer will be required to liaise with the CLO to recruit his workforce and will be required to produce weekly records suitably detailed to enable the Employer's Agent, or his authorised representative, and Local Communities to ascertain that the above-mentioned labour requirements are achieved.
- The successful Tenderer will be required to provide informal skills training so that the required standards of workmanship are maintained.

Any difficulty experienced by the Tenderer/Contractor in the procurement of the requirement percentages of local labour is to be referred immediately to the Employer's Agent or his authorised representative.

T.1.2.3.5 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- (a) Reasonableness of the financial offer;
- (b) Reasonableness of unit rates and prices;
- (c) Current workload and capacity available to implement the project successfully;
- (d) Financial capability to implement the project successfully; and
- (e) Response from reference checks conducted.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13 (b).

The Employer reserves the right to engage with the Tenderer retrospectively to obtain information required for the above risk analysis.

T.1.2.3.6 Subcontracting to SMMEs

The successful tenderer will be required to subcontract a minimum of 30% of the Contract value to EMEs or QSEs that fulfil **PPPFA Regulation 9.(2) (f)** – i.e. the EME or QSE must be **51% owned by black people**. Such EMEs/QSEs must, as far as practicably possible, be engaged from the Sundays River Local Municipal area and, only if there aren't sufficient qualifying contractors, can subcontractors be sourced from outside.

Refer to C3.4: SMME Specifications.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

PART T2: RETURNABLES FOR TENDER EVALUATION PURPOSES

General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual Contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

Returnable Schedules, Forms and Certificates

SCHEDULE	DESCRIPTION
T2.1	Returnable Documents - Company Specific
A1	Authority To Sign Documents
A2	Certificate of Attendance at Clarification Meeting / Site Inspection
A3	Certificate of Authority for Joint Ventures
A4	Joint Venture Agreement
A5	Compulsory Enterprise Questionnaire
A6	Tax Clearance Certificate
A7	Letter of good standing with compensation commissioner
A8	Proof of company registration
A9	Proof of Contractor Registration issued by the Construction Industry Development Board
A10	Central Supplier Database Registration
A11	Valid original or certified B-BBEE Certificate
A12	Bank Rating Reference
A13	Intention to provide Security
A14	Copies of ID Document of Directors
T2.1.15	Location of Operational Office
T2.2	Returnable Documents - Supply Chain Management Bid Documents (SBD)
SBD4	SBD4 Declaration of Interest
SBD6.1	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017
SBD6.2	Declaration Certificate for Local Production and Content for Designated Sectors
SBD8	Declaration Of Tenderer's Past Supply Chain Management Practices
SBD9	Certificate Of Independent Bid Determination
T2.3	Returnable Documents - Technical and Evaluation
T2.3.1	Functionality Scoring of Tenders
T2.3.2	Skills for Key Personnel
T2.3.3	Entities Experience (Reference)
T2.3.4	Proposed organisation and staffing
T2.3.5	Schedule of Plant and Equipment
T2.3.6	Schedule of proposed subcontractors
T2.3.7	Tenderers Expertise and Experience
T2.3.8	Experience of Key Personnel
T2.3.9	Preliminary Quality Assurance Plan
T2.3.10	Health and Safety Plan
T2.3.11	Preliminary Programme
T2.3.12	Schedule of Estimated Monthly Expenditure
T2.3.13	Amendments/Alternatives and Qualifications by Tenderer
T2.3.14	Record of Addenda to Tender Documents

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.1 RETURNABLE DOCUMENTS – COMPANY SPECIFIC

SCHEDULE	DESCRIPTION
T2.1.1	Authority To Sign Documents
T2.1.2	Certificate of Attendance at Clarification Meeting / Site Inspection
T2.1.3	Certificate of Authority for Joint Ventures
T2.1.4	Joint Venture Agreement
T2.1.5	Compulsory Enterprise Questionnaire
T2.1.6	Tax Clearance Certificate
T2.1.7	Letter of good standing with compensation commissioner
T2.1.8	Proof of company registration
T2.1.9	Proof of Contractor Registration issued by the Construction Industry Development Board
T2.1.10	Central Supplier Database Registration
T2.1.11	Valid original or certified B-BBEE Certificate
T2.1.12	Bank Rating Reference
T2.1.13	Intention to provide Security
T2.1.14	Copies of ID Document of Directors
T2.1.15	Location of Operational Office

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

Part T2.1: Schedule of Returnable Documents

T2.1.1 Authority to Sign Documents

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

(*Delete whichever is inapplicable)

Indicate the status of the tenderer by ticking the appropriate box hereunder:

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

WITNESSES:

1.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

2.	<div></div>	<div></div>	<div></div>
	NAME	SIGNATURE	DATE

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.1.2 Certificate of Attendance at Clarification Meeting / Site Inspection

This is to Certify that I/We*

of (Tenderer)

of (address)

Telephone number Fax number

E-mail

have attended the clarification meeting and examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

****Delete whichever is inapplicable***

SIGNED BY/ON BEHALF OF TENDERER:

.....
NAME

.....
SIGNATURE

SIGNED ON BEHALF OF AMATOLA WATER:

.....
NAME

.....
SIGNATURE

CONFIRMATION OF CONTACT DETAILS FOR RECEIVING ANY ADDENDA:

Contact person: (alt person name:)

Contact number: (alt contact number:)

Contact e-mail address: (alt. e-mail address:)

NOTE: The contact e-mail address given shall not have a spam filter which automatically blocks any incoming e-mails where the recipient is one of up to 100 other recipients.

TENDERER TO SCAN THIS PAGE AND E-MAIL IT TO EMPLOYER AND EMPLOYER'S AGENT NEWGROUND PROJECTS WITHIN 5 WORKING DAYS FOLLOWING CLARIFICATION MEETING DATE: gerhard@newground.co.za and sbiyela@amatolawater.co.za

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.1.3 Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms....., authorised signatory of the company, close corporation or partnership..... 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 AUTHORISED SIGNATORY
Lead partner	 Signature Name Designation
	 Signature Name Designation
	 Signature Name Designation
	 Signature Name Designation

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.1.4 Joint Venture Agreement

The Tenderer, if a Joint Venture, must attach the Joint Venture Agreement here.

T2.1.5 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached SBD4 must be completed for each attender and be attached as a tender requirement**Section 7: The attached SBD6 must be completed for each attender and be attached as a tender requirement****Section 8: The attached SBD8 must be completed for each attender and be attached as a tender requirement****Section 9: The attached SBD9 must be completed for each attender and be attached as a tender requirement**

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

- i) authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:**NAME****DATE****SIGNATURE**

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.1.6 Tax Clearance Certificate

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

1. In order to meet this requirement, Tenderers 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 Tenderers/individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The valid Tax Clearance Certificate or Tax compliance PIN document must be submitted together with the Tender. Failure to submit the valid Tax Clearance Certificate or Tax compliance PIN will result in the invalidation of the Tender.
4. In Tenders where Consortia / Joint Ventures / Subcontractors are involved, each party must submit a separate valid Tax Clearance Certificate or Tax compliance PIN document.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is 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's eFiling through the website www.sars.gov.za.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.1.7 Letter of Good Standing with Compensation Commissioner

Supply a valid Letter of Good Standing from the Compensation Commissioner.

T2.1.8 Proof of Company Registration

Provide a proof of company registration.

T2.1.9 Proof of Contractor Registration Issued by the Construction Industry Development Board

Supply a valid registration document from CIDB showing the company's grading.

T2.1.10 Central Supplier Database Registration

Submit proof of registration on the Central Supplier Database.

T2.1.11 Valid Original or Certified B-BBEE Certificate

Provide a certified copy of your 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.

Or

Sworn Affidavit for EME's with a turnover of less than R 10,000,000 in the previous financial year.

T2.1.12 Bank Rating Reference

Provide a bank rating reference letter containing the bank rating code for the Contractors.

T2.1.13 Intention to Provide Security

Provide a letter of intent from a bank or listed company to provide a performance security of 10% of the tender sum.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.1.14 Copies of ID Document of Directors

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.1.15 Location of Operational Office

Proof of the location of the operational office.

- Municipal Rates Statement
- Copy of Lease agreement
- Affidavit

T2.2 RETURNABLE DOCUMENTS – SUPPLY CHAIN MANAGEMENT BID DOCUMENTS (SBD)

SCHEDULE	DESCRIPTION
<i>SBD4</i>	Declaration of Interest
<i>SBD6.1</i>	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017
<i>SBD6.2</i>	Declaration Certificate for Local Production and Content for Designated Sectors
<i>SBD8</i>	Declaration Of Tenderer's Past Supply Chain Management Practices
<i>SBD9</i>	Certificate Of Independent Bid Determination

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

SBD4 Declaration of Interest in Tender of Persons in Service of State

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

 - (a) 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);
 - (b) any parastatal or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
 - 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
 - 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:.....

Position occupied in the state institution:

Any other particulars:.....
 - 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
 - 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this Contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, the undersigned (name)..... certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the Employer may reject the bid or act against me in terms of paragraph 23 of the general conditions of Contract should this declaration prove to be false.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

SBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

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

NB: Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

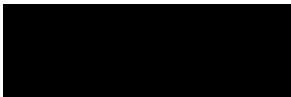
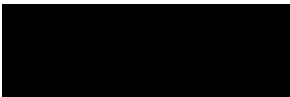
(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a Contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
	or	

Where

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

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

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the Contract will be subcontracted %
- ii) The name of the sub-Contractor.....
- iii) The B-BBEE status level of the Subcontractor.....
- iv) Whether the Subcontractor is an EME or QSE

(Tick applicable box)

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

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

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Registered
Number:

Account

Stand
Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a Contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of Contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the Contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

SBD6.2 Declaration Certificate for Local Production and Content for Designated Sectors

This Supply Chain Management Bid Documents (SBD) 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Industry/Sector/Sub-Sector Already Designated	Minimum local content
2.1	Steel Products and Components for Construction	
	Steel Value-added Products: <ul style="list-style-type: none"> Fabricated Structural Steel Joining/Connecting Components Frames Roof and Cladding Fasteners Wire Products Ducting and Structural pipework Gutters, downpipes & lauders 	100%
	Primary Steel Products: <ul style="list-style-type: none"> Plates 	100%

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

#	Industry/Sector/Sub-Sector Already Designated	Minimum local content
	<ul style="list-style-type: none"> • Sheets • Galvanized and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars 	
2.2	Pumps, Medium Voltage (MV) motors and associated Accessories	
	Pumps: <ul style="list-style-type: none"> • End Suction Centrifugal Multistage Centrifugal Horizontal Split casing pumps Vertical Turbine Pumps Positive displacement • Self-priming Centrifugal Pumps • Slurry Pumps • Vacuum Pumps • Centrifugal Process Pumps 	70%
	Medium voltage electric motor Components and Manufacturing Processes: <ul style="list-style-type: none"> • Casting and Frame Fabrication and winding of the stator core Fabrication and winding of the rotor core Accessories • Assembly and testing of the fully built unit 	70%

3. Does any portion of the services, Works or goods offered have any imported content?
(Tick applicable box)

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 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid. The relevant rates of exchange information are accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

LOCAL CONTENT DECLARATION**(REFER TO ANNEX B OF SATS 1286:2011)**

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.

NB

- 1 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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the Contract.

I, the undersigned, do hereby declare the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNED BY/ON BEHALF OF TENDERER:**NAME****SIGNATURE****DATE**

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Annex C

Local Content Declaration - Summary Schedule

Tender No.	Tender description	Designated person	Tender Authority	Tendering Entity	Tender Exchange	Specified location
(C1)						
(C2)						
(C3)						
(C4)						
(C5)						
(C6)						
(C7)						

Note: VAT to be excluded from all calculations

Country	EU	GBP
Poland		

		Calculation of local content							Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
									R 0			
Signature of tenderer from Annex B									R 0			
									R 0			
									R 0			
									(C23) Total Imported content			
									(C24) Total local content			
									(C25) Average local content % of tender			
									R 0			
									R 0			
									R 0			

Signature of tenderer from Annex B

Date:

Date:

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

SBD8 Declaration of Tenderer's Past Supply Chain Management Practices

- 1 This Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used 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 supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector Contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(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).</u> <u>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.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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:		

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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 certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a Contract, action may be taken against me should this declaration prove to be false.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

SBD9 Certificate of Independent Bid Determination

- 1 This Supply Chain Management Bid Documents (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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the 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.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

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

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

- (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.
 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.

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.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

T2.3 RETURNABLE DOCUMENTS – TECHNICAL EVALUATION

SCHEDULE	DESCRIPTION
T2.3.1	Functionality Scoring of Tenders
T2.3.2	Skills for Key Personnel
T2.3.3	Entities Experience (Reference)
T2.3.4	Proposed organisation and staffing
T2.3.5	Schedule of Plant and Equipment
T2.3.6	Schedule of proposed subcontractors
T2.3.7	Tenderers Expertise and Experience
T2.3.8	Experience of Key Personnel
T2.3.9	Preliminary Quality Assurance Plan
T2.3.10	Health and Safety Plan
T2.3.11	Preliminary Programme
T2.3.12	Schedule of Estimated Monthly Expenditure
T2.3.13	Amendments/Alternatives and Qualifications by Tenderer
T2.3.14	Record of Addenda to Tender Documents

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.1 Functionality Scoring of Tenders

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

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Functionality Criteria	100
• Experience	30
• Key personnel	50
• Location of operational office	20
STAGE 2 OF EVALUATION – PRICE & B-BBEE	
B-BBEE status level of contributor	20
Price	80
TOTAL	100

1.1 FUNCTIONALITY – PRE-QUALIFICATION

The following functionality criterion is to be utilized. A minimum threshold obtaining a total score above **65%** will be evaluated in terms of price and BBEE. Please note that each person used for tendering purposes must complete a declaration of availability. Should the tenderer submit the tender without the person having signed this form the person will not be valid for evaluation and deem that portion of the functionality non-responsive.

Details	Item Max. Points
Criteria 1: Previous Work Experience	30
1.1 Work Experience (Letter of Award, dated within the last 10 years shall be supplied as proof before any points are allocated)	30
Less than 3 projects of similar nature with project values of at least R 10 million	0
At least 3 projects of similar nature with project values of at least R 10 million	9
At least 5 projects of similar nature with project values of at least R 10 million	15
At least 8 projects of similar nature with project values of at least R 10 million	30
Criteria 2: Key Personnel (Certified copies of certificates along with signed copies of CV's, all pages, shall be supplied as proof before any points are allocated)	50
2.1 Contracts Manager	
2.1.1 Qualifications	10
The proposed key person has no qualification and/or registration.	0
The proposed key person is a Candidate Engineer/Technologist/Technician (ECSA) or Candidate Construction Manager (SACPCMP)	4
The proposed key person is a Professional Technician.	7
The key person is a Professional Engineer, Professional Technologist with ECSA or is registered as a Professional Construction Project Manager or Professional Construction Manager with SACPCMP.	10
2.1.2 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Details	Item Max. Points
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.2 Site Agent	
2.2.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.3 Site Foreman	
2.3.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 7 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 10 years' experience but 7 or more years' experience in projects of a similar nature.	7
The proposed key person has 10 or more years' experience in projects of a similar nature.	10
2.4 Safety Officer	
2.4.1 Qualification	10
The proposed key personnel are not registered as a Professional Safety Officer with SACPCMP.	0
The key personnel are registered as a Professional Safety Officer with SACPCMP.	10
Criteria 3: Local Operational Office	20
3.1 Local Operation Office	
Proof of an operational office within Sundays River Valley Local Municipality	20
Proof of an operational office outside Sundays River Valley Local Municipality but within Sarah Baartman District Municipality or within Nelson Mandela Bay Municipality	10
Proof of an operational office outside Sarah Baartman District Municipality but within the Eastern Cape	5
No office in operation within the Eastern Cape	0
TOTAL EVALUATION SCORE FOR FUNCTIONALITY	100

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.3.2 Skills for Key Personnel

Provide an adequately resourced project organogram with supporting CV's and qualifications.

A separate schedule for Contracts Manager and Site Agent is to be incorporated, indicating the required information as per the example below:

SKILLS OF KEY PERSONNEL – CONTRACTS MANAGER

Name and Surname	References for past projects	
Tertiary Qualifications	Project Description (Similar in Nature)	Project Value (Minimum of R10 000 000)
Years' Experience (Post qualification)		

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

A schedule is to be incorporated which summarizes the Contractor's experience. A similar format to the example below is required.

Contractors should very briefly describe their experience in this regard by completing the schedule below by providing details of at least five similar references recently undertaken or in progress. All the required information requested below should be provided and a general listing of contracts completed will not suffice. **Certificates of Completion** must be provided for each listed project.

Employer:	Description of Project	Project Value (Minimum of R 10 000 000)
Contact Person:		Date Completed:
Tel No:		

- 1) In the event that Schedule T2.3F(a) is not completed, no points will be awarded and the proposal will be scored as not meeting the specific requirement.

SIMILAR VALUE OF PROJECTS

Employer:	Description of Project	Contract Value (Incl. VAT):
Contact Person:		Date Completed:
Tel No:		

Notes:

- 1) In the event that Schedule T2.3F(b) is not completed, no points will be awarded and the proposal will be scored as not meeting the specific requirement.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.3.4 Proposed organisation and staffing

The tender offer shall include an organogram showing the team of key personnel the Tenderer proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The name, roles and responsibilities of each person must be clearly set out, and corresponding job descriptions must be provided as an addendum to the organogram.

In the case of a Joint Venture or where major sub-contractors are made use of, the organogram must show how respective responsibilities are to be allocated.

As a minimum, the organogram must show how respective responsibilities are to be allocated. As a minimum, the organogram must include for the personnel detailed in Returnable Schedule B4: Experience of Key Personnel.

The Tenderer shall include the requisite organogram and addendums in the Supporting Documentation file, to be submitted in accordance with Clause C.2.13.3 of 0: **T1.2.2 Variations to the Standard Conditions of Tender.**

In addition to the detail request above, the names of the following shall be entered below (these names will be used to assess responsiveness):

Construction Manager (Site Agent)	
Construction Supervisor (Main Foreman)	

SIGNED BY/ON BEHALF OF TENDERER:

<div></div>	<div></div>	<div></div>
NAME	SIGNATURE	DATE

T2.3.5 Schedule of Plant and Equipment

The Tenderer shall insert in the Schedule hereunder, a list of the major Plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate Plant and equipment.

SCHEDULE OF PLANT AND EQUIPMENT

Description of model	Owner	When available

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.6 Schedule of proposed subcontractors

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/e-mail/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with Clause C.2.13.3 of 0 **T1.2.2 Variations to the Standard Conditions of Tender.**

Number of additional sheets submitted by the Tenderer to this Schedule(If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.7 Tenderers Expertise and Experience

The evaluation of the Tenderer's relevant Construction Experience shall be based on the minimum qualifying criteria set out in Tender Data Clause C.2.1.4.6 (Capability Requirement Compliance Verification) reproduced below:

Details	Item Max. Points
Criteria 1: Previous Work Experience	30
1.1 Work Experience (Letter of Award, dated within the last 10 years shall be supplied as proof before any points are allocated)	30
Less than 3 projects of similar nature with project values of at least R 10 million	0
At least 3 projects of similar nature with project values of at least R 10 million	9
At least 5 projects of similar nature with project values of at least R 10 million	15
At least 8 projects of similar nature with project values of at least R 10 million	30

Details to be provided in the table of expertise and experience must, as a minimum, include:

- Project name
- Project location
- Employing authority/Client with Contact details (NEEDED FOR REFEREE CHECKS FOR VERIFICATION)
- Supervising Engineer, with Contact details (NEEDED FOR REFEREE CHECKS FOR VERIFICATION)
- Period of construction (commencement and completion)
- Description and value of principle work content.
- Value of Contract

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.8 Experience of Key Personnel

The evaluation of Key Personnel's relevant Roles and Construction Experience shall be based on the minimum award criteria set out in Tender Data Clause C.2.1.4.6 (Capability Requirement Compliance Verification) reproduced below:

Criteria 2: Key Personnel (Certified copies of certificates along with signed copies of CV's, all pages, shall be supplied as proof before any points are allocated)	50
2.1 Contracts Manager	
2.1.1 Qualifications	10
The proposed key person has no qualification and/or registration.	0
The proposed key person is a Candidate Engineer/Technologist/Technician (ECSA) or Candidate Construction Manager (SACPCMP)	4
The proposed key person is a Professional Technician.	7
The key person is a Professional Engineer, Professional Technologist with ECSA or is registered as a Professional Construction Project Manager or Professional Construction Manager with SACPCMP.	10
2.1.2 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.2 Site Agent	
2.2.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 10 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 15 years' experience but 10 or more years' experience in projects of a similar nature.	7
The proposed key person has 15 or more years' experience in projects of a similar nature.	10
2.3 Site Foreman	
2.3.1 Experience	10
The proposed key person has less than 5 years' experience in projects of a similar nature.	0
The proposed key person has less than 7 years' experience but 5 or more years' experience in projects of a similar nature.	4
The proposed key person has less than 10 years' experience but 7 or more years' experience in projects of a similar nature.	7
The proposed key person has 10 or more years' experience in projects of a similar nature.	10
2.4 Safety Officer	
2.4.1 Qualification	10

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

The proposed key personnel are not registered as a Professional Safety Officer with SACPCMP.	0
The key personnel are registered as a Professional Safety Officer with SACPCMP.	10

Curriculum Vitae (CV), up to a maximum of five (5) pages must be submitted, for each of the above key personnel. The CVs must specifically include the qualifications, professional accreditation and relevant experience in construction projects of a similar nature. Minimum information to be included in the CV's is given overleaf.

Each CV must be clearly cross-referenced to and labelled to correspond with the organogram submitted in terms of Returnable Schedule B1 Proposed organisation and staffing, so as to indicate which role the person in question is proposed to fulfil in the Contract.

KEY PERSONNEL CVs: MINIMUM INFORMATION TO BE SUPPLIED

- Name:
- Professional:
- Date of Birth:
- Parent Firm:
- Position in Firm:
- Years with Firm:
- Nationality:
- Tertiary Education (and year obtained):
- Professional Accreditation (and year obtained):
- Years of Relevant Experience: Relevant experience shall relate to their proposed roles in this Contract.

Languages: Indicate first language. If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.

Language	Speaking	Reading	Writing
English			

Countries of Work Experience:

Key Qualifications: *Under this heading, give outline of staff members experience and training most pertinent to the assigned work on the team.*

Relevant Experience: *Describe degree of responsibility held by staff member on relevant previous assignments, and give dates, project values and locations. For experience in the last ten years, also give types of activities performed and Client references where appropriate.*

Summary of Other Experience: *Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organisation, title of position held and location, type and value of construction projects.*

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.3.9 Preliminary Quality Assurance Plan

The Tenderer must submit a Preliminary Quality Assurance Plan showing how the Tenderer will comply with Sub-Clause 4.9 in C1.2: Contract Data.

The Preliminary Quality Assurance Plan must outline processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. Particular attention in the plan must be given to the following:

- a) The preparation and internal approval process for the Contractors Documents in terms of Clause 5 of the General Conditions of Contract.
- b) The proposed internal quality management procedures pertaining to the Works and including aspects such as:
 - Control and tracking of the Contractor's Documents
 - Testing procedures
 - Pipework fabrication
 - General metalwork fabrication
 - Corrosion protection and coatings
 - Installation.

The plan must include a technical description of systems and equipment offered, highlighting the main features, benefits and innovations thereof, and showing how these can meet the Employer's objectives and the specified services requirements. This must be supplemented by technical literature such as brochures, drawings, for the various items of Plant and equipment offered.

This plan must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:

- a) Interfacing with (i) the Tenderer's own sub-contractors or Joint Ventures and (ii) the Mechanical and Electrical Contractor; and
- b) The sequencing of the Works in terms of the requirements of C3: Scope of Work.

The Tenderer must include the required Quality Assurance Plan and supporting information in the Supporting Documentation file to be submitted in accordance with Clause C.2.13.3 of 0 : T1.2.2 Variations to the Standard Conditions of **Tender**.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.10 Health and Safety Plan

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 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.

In this regard, the Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety specification for ORTDM is attached. The Tenderer's Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site
- 3) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications
- 4) Regular monitoring Procedures to be performed
- 5) Regular liaison, consultation and review meetings with all parties
- 6) Site security, welfare facilities and first aid
- 7) Site rules and fire and emergency Procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the Contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

T2.3.11 Preliminary Programme

The Tenderer shall provide a preliminary programme in Gantt Chart format showing how the requirements of C1.2: Contract Data and Part C3: Scope of Work will be met; and outlining the key activities and milestones for the Works and the sequencing thereof; including design, approval of the Contractors Documents, fabrication, supply, delivery, installation, construction, testing. In addition, a preliminary cash flow forecast, matching the progress of the programme must be submitted.

The programme must be based on the tendered Time for Completion and take cognisance of the programming limitations given in the Project Specifications.

T2.3.12 Schedule of Estimated Monthly Expenditure

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
TOTAL	R

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.13 Amendments/Alternatives and Qualifications by Tenderer

The Tender should not make any departures from the provisions of this Contract as per Clause C2.12 in the 0 T1.2.1 Standard Conditions of **Tender**.

(The schedules below are not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this Contract he shall set out his proposals clearly hereunder.)

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT
	NO AMENDMENTS ALLOWED

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE
	NO ALTERNATIVES ALLOWED

- (1) *Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the Works and methods of construction shall be treated separately from the main tender offer.*

(c) QUALIFICATIONS

ITEM ON WHICH QUALIFICATION IS MADE	DESCRIPTION OF QUALIFICATION
	NO QUALIFICATIONS ALLOWED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

T2.3.14 Record of Addenda to Tender Documents

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:**NAME****SIGNATURE****DATE**

THE CONTRACT

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____
The Contract

PART C1 AGREEMENT AND CONTRACT DATA

SCHEDULE	DESCRIPTION
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Performance Guarantee
C1.4	Adjudication
C1.5	Occupational Health and Safety

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

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:

KIRKWOOD BULK WATER SUPPLY SCHEME

CONTRACT NO: AW2021/22/15

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 agreement to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of Contract identified in the Contract Data.

For the tenderer

Signature _____ Date _____

Name _____ Capacity _____

(Name and address of organization) _____

Name and signature of witness:

Signature _____ Date _____

Name _____

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's offer.

In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms 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 four weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this Form of Offer and Acceptance, 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 Employer

Signature _____ Date _____

Name _____ Capacity _____

(Name and address of organization) Amatola Water
 6 Lancaster Road, Vincent
 EAST LONDON
 5217

Name and signature of witness:

Signature _____ Date _____

Name _____

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject:

Details:

.....

2 Subject:

Details:

.....

3 Subject:

Details:

.....

4 Subject:

Details:

.....

5 Subject:

Details:

.....

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.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

For the Employer

Signature _____ Date _____

Name _____ Capacity _____

(Name and address of organization) Amatola Watery
6 Lancaster Rd
Vincent
East London
5241

Name and signature of witness _____

Date: _____

For the tenderer

Signature _____ Date _____

Name _____ Capacity _____

(Name and address of organization)

Name and signature of witness _____

Date: _____

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

Signed in the presence of the subscribing witnesses:

Atfor and on behalf of

on this the Day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES : 1

2

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C1.2 CONTRACT DATA

CONTRACT DATA FOR: KIRKWOOD BULK WATER SUPPLY SCHEME

CONTRACT NUMBER: AW2021/22/15

PART 1: DATA PROVIDED BY THE EMPLOYER

C1.2.1 Conditions of Contract

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. 011 805 5947.

C1.2.2 Special Conditions of Contract

The following Contract specific conditions are applicable to this Contract

Clause	Specific conditions
	When referring to a Clause in the supplements below, it includes all Sub-clauses.
1.1.1.1	Replace Clause 1.1.1.1: "agreed" means agreed in writing by the Employer and the Contractor.
1.1.1.5	Replace Clause 1.1.1.5: The "Commencement Date" means the date when the tenderer receives one fully completed original copy of this Form of Offer and Acceptance, including the schedule of deviations (if any).
1.1.1.7	Replace Clause 1.1.1.7: "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and written amendments or additions to the Contract as may be agreed and signed by both parties.
1.1.1.35	Add the following definition: "Schedule of Documents" means the document so designated in and forming part of the Tender Documents.
1.1.1.36	Add the following definition: "In Good Time" shall be interpreted as to the discretion of the Employer's Agent
1.2.1	Add to Clause 1.2.1: Provided any notice or claim required in accordance with this Contract shall be communicated in writing, separately from other communications, on a separate cover with specific reference to the clause requiring the same.
1.2.1.2	Replace Clause 1.2.1.2: Delivered at the address, including email, of the addressee as stated in the Contract Data.
4.1.2	Amend in Clause 4.1.2 The fifth line, amend "any drawing" to read "any design, drawing".
4.1.3	Add Clause 4.1.3: The Contractor shall be responsible for the design, construction, erection, inspection, approval and maintenance of all Temporary Works, including formwork, support work and scaffolding.
4.1.4	Add Clause 4.1.4: Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Employer's Agent the as-built drawings, documents and Operational and Maintenance Manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, re-assemble, adjust and repair of this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Completion until these documents and manuals have been submitted to, and accepted by, the Employer's Agent.
4.4.1	Add to Clause 4.4.1:

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Clause	Specific conditions
	"It is a specific condition, an obligation and a material term under this Contract for the Contractor to subcontract a minimum of thirty percent (30%) of the Contract Price to a minimum of five (5) SMMEs. For the purpose of this Contract, SMMEs are defined as per the SMME specifications."
4.12.2	Replace in Clause 4.12.2" The first line with "The Construction Manager, as identified in the tender submitted by the Contractor, or" The last "or" in the Clause with "and".
5.4.2	Replace in Clause 5.4.2: "Contract Data" with "Contract Data, Scope of Works or Site Information"
5.4.3	Replace Clause 5.4.3: If the Contractor suffers delay to Practical Completion and/or incurs proven additional costs from failure of the Employer to give access to or possession in accordance to the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
5.6.1	Add to Clause 5.6.1 at the end of the first sentence: ", taking into account the financial limitations as per the Contract Data."
5.6.2	Add Clause 5.6.2.8: Health and Safety requirements. Add Clause 5.6.2.9: Critical path. Add Clause 5.6.2.10: Notices issued and claims submitted.
5.6.3	Replace Clause 5.6.3: The Employer's Agent shall, within 14 Days after the Contractor submitted an initial or adjusted programme, approve such programme, or, rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are inter alia that it is not in accordance with the Contract, or, is not reflecting the actual progress. The Employer's Agent's failure to approve or reject with reasons the submitted programme, 5.6.3.1 in the event of the submitted programme, being an adjusted programme, shall be deemed to be approved; and 5.6.3.2 in the event of the submitted programme, being an initial programme, shall not constitute deemed approval.
5.6.4.1	Replace Clause 5.6.4.1: When it no longer reflects the actual progress, or
5.12.1	Add to Clause 5.12.1: "Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Employer's Agent's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal."
6.2.1	Replace in Clause 6.2.1: "selected" with "prescribed".
6.6.1.1	Add to Clause 6.6.1.1: "excluding General Items".
6.6.1.2.1	Insert in Clause 6.6.1.2.1: The first line, after the word "sums", insert ", excluding VAT".
6.6.1.2.2	Insert in Clause 6.6.1.2.2: The third line, after the word "amount" insert ", excluding VAT".
6.6.2	Insert in Clause 6.6.2: The fifth line, after the word "price", insert ", excluding VAT,"
6.9.1	Add to Clause 6.9.1: "The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Clause	Specific conditions
	are not his sole property."
6.9.2	Amend in clause 6.9.2 The last line, amend "Works" to read "Permanent Works".
6.10.1.5	Amend in Clause 6.10.1.5 The sixth line, amend "documentary evidence" to read "a signed statement". Add to clause 6.10.1.5 "and provide a bank guarantee for the full value of the amount claimed, valid until installation or handover of Plant and/ or material."
6.10.4	Add to Clause 6.10.4: "The Contractor's attention is directed to Clauses 1.1.1.14 and 5.6.1 as well as that detailed under the Scope of Work regarding completion in portions and the staged availability of the Employer's funding. In the event of an amount becoming due to the Contractor for the completion of a portion of the Works and where to amount exceed the corresponding available funding, the Employer shall only pay the outstanding amount due to the Contractor during the subsequent portion using the corresponding and available funding. The provisions and terms of Clause 6.10.6.2 shall not be applied for such event."
7.2.1	Add to Clause 7.2.1: "Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused."
7.8.1	Amend in Clause 7.8.1 The second line in paragraph 2, after the words "Defects Liability Period", insert "within the period specified by the Employer's Agent", and amend "thereafter" to read "after the Defects Liability Period".
8.3.1.11	Add to Clause 8.3.1.11: Add at the beginning, "Except where the Contract specifically so provides,"
8.6.1.3	Add to Clause 8.6.1.3: "The minimum amount of insurance required in terms of this Clause, as stated in the Part 1 of the Contract Data, shall be per event, the number of events being unlimited."
8.6.1.6	Add Clause 8.6.1.6: "Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."
8.6.5	Add to Clause 8.6.5: "The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."
8.6.6	Add to Clause 8.6.6: "The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Part 1 of the Contract Data."
8.6.8	Add Clause 8.6.8: "In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."
10.1.1	Replace in Clause 10.1.1: The third line, replace "Permanent Works" with "Works".
10.1.1.1	Replace Clause 10.1.1.1: "The Contractor shall within 28 Days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:"
10.1.1.1.3	Replace Clause 10.1.1.1.3: "The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay of Practical Completion, and."

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C1.2.3 COMPULSORY DATA

Clause	Item and data
1.1.1.13	The Defects Liability Period is measured from the date of Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion (measured from the Commencement Date) is: <ul style="list-style-type: none"> Section 1: 260 calendar Days Section 2: 91 calendar Days Section 3: 119 calendar Days
1.1.1.15	The name of the Employer is Amatola Water .
1.1.1.16	The name of the Employer's Agent is Newground Projects represented by the Employee duly authorised thereto in writing.
1.1.1.26	The Pricing Strategy is Re-Measurement Contract
1.2.1.2	<p>The address of the Employer: Amatola Water</p> <p>Physical address: 6 Lancaster Road, Vincent East London</p> <p>Telephone: (043) 707-3700 E-mail: mprince@amatolawater.co.za</p> <p>The address of the Employer's Agent: Newground Projects</p> <p>Physical address: 17 St Andrews Road Selborne, East London 5201</p> <p>Postal address: PO Box 19568 Tecoma 5214</p> <p>Telephone: (043) 722-5864 E-mail: louis@newground.co.za</p>
3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing the following functions or duties according to the following Clauses of the General Condition of Contract:</p> <p>Existing Clauses:</p> <p>3.3.1 - Nomination of person as Employer's Agent's Representative.</p> <p>5.13 - Reduction of penalty for delay.</p> <p>6.3 - Variations in respect of Variations which are not small (R20 000).</p> <p>6.4 - For expenditure on the Contract that exceeds the Contract Sum.</p> <p>6.6 - Instruction to expend on Provisional Sums</p> <p>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</p>
5.1.1 & 5.8.1	<p>The special non-working Days are:</p> <ol style="list-style-type: none"> Public holidays, The year-end construction break (dates to be confirmed by SAFCEC).
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>Construction Work Notice to DoL (to be provided before Site establishment can commence)</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is twenty-eight (28) Days.
5.4.1	The Contractor shall not have the right to access the Works until he has complied with his obligations in terms of Clause 6.2.1 – Guarantee.
5.4.2	The Contractor does not have exclusive access to the respective Sites. The Sundays River Local Municipality and any party that are acting under instruction from them, have mutual access to the Sites to the extent that they are able to perform their normal operational and maintenance duties.
5.6.1	<p>Required expenditure per financial year (April to March):</p> <p>2021/22: R6,000,000 (Incl. VAT)</p>

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Clause	Item and data																																							
	<p>2022/23: Balance</p> <p>In order to achieve the required expenditure within the 2021/22 financial year, the Contractor may need to procure large quantities of material after the Commencement Date but before the Commencement of Works. All material not stored on the Site will need to be vested to the Employer as per Clause 6.9.</p>																																							
5.8.1	The non-working Days are Saturdays and Sundays																																							
5.12.2.2	<p>The rainfall records at rainfall station 00554472 (ADDO ELEPHANT PARK) for the period 2000 to 2015 were analysed and the monthly averages (Rn and Nn) for this period is reproduced in the table below.</p> <p>The values of X and Y shall be 20 and 10 respectively.</p> <table><tr><th></th><th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th></tr><tr><th>Nn</th><td>0.6</td><td>1.2</td><td>1.5</td><td>1.5</td><td>0.5</td><td>0.9</td><td>1.1</td><td>0.9</td><td>0.3</td><td>1.7</td><td>1.3</td><td>0.7</td></tr><tr><th>Rn</th><td>27</td><td>49.9</td><td>53.4</td><td>54.3</td><td>21.4</td><td>29.9</td><td>38.1</td><td>33.5</td><td>20.2</td><td>63.3</td><td>40.6</td><td>39.4</td></tr></table>		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Nn	0.6	1.2	1.5	1.5	0.5	0.9	1.1	0.9	0.3	1.7	1.3	0.7	Rn	27	49.9	53.4	54.3	21.4	29.9	38.1	33.5	20.2	63.3	40.6	39.4
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec																												
Nn	0.6	1.2	1.5	1.5	0.5	0.9	1.1	0.9	0.3	1.7	1.3	0.7																												
Rn	27	49.9	53.4	54.3	21.4	29.9	38.1	33.5	20.2	63.3	40.6	39.4																												
5.13.1	The penalty for failing to complete the Works is 0.1% of the Contract amount per working Day (zero comma one percent) or prorate the sum for non-compliance in any progressive portion.																																							
5.16.3	The latent defect period is ten (10) years for civil engineering Works, 5 years for building Works and 3 years for mechanical and electrical Works.																																							
6.2.1	<p>The time to deliver the Deed of Guarantee is 28 Days of the Commencement Date.</p> <p>The Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such company, a Registered South African Bank or recognised government sponsored, provincial or national development agency. Unless agreed in writing by the Employer's Agent, Execution of Work (Clause 5.3.1) shall not commence until the Contractor has complied with his obligations in terms of this Clause.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.3.</p> <p>The guarantee shall be for 10% of the Contract Price.</p>																																							
6.5.1.2.3	The percentage allowance is 10%.																																							
6.10.1.5	<p>The percentage advance on materials which is delivered to Site but not yet built into Permanent Works is:</p> <ul style="list-style-type: none">80% (eighty percent) of the proven value of the material for sand, stone, gravel, bricks, blocks and the like, and all items not approved in the point below.100% (one hundred percent) of the proven value of the material for pipes, pumps, reservoirs, fencing, HPDE lining and similar items approved by the Employer's Agent. <p>If the related BoQ item includes anything other than supply and delivery, the amount approved for MoS may not exceed 80% of the total amount for the related BoQ item.</p>																																							
6.10.3	The percentage retention on the amounts due to the Contractor is 10% (ten percent). The "Limit of the retention money" is 5% (five percent) of the Contract Price.																																							
7.8.1	The Defects Liability Period is 12 (twelve) months.																																							
8.6.1	Proof of insurance is to be submitted to the Employer's Agent within 28 Days after the Commencement Date.																																							
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is Nil.																																							
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included to the insurance sum is R 500,000.00																																							
8.6.1.3	The limit of indemnity for liability insurance is R20 million																																							
8.6.6	28 Days																																							
10.5	Dispute resolution is to be by means of adjudication																																							
10.7	Disputes are to be referred for final settlement to arbitration																																							

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Definition of Sections as referred to in Clause 1.1.1.14:

Description of parts of the Works that shall be designated a Section for the purpose of the Contract	Value: Percentage of the Contract Price (Will be determined before the Commencement Date)	Time for Completion (Due Completion Date will be determined before the Commencement Date)	Delay Damages
Section 1 <ul style="list-style-type: none"> Raw water lay dam Associated pipework Fencing 		260 Days	0.1% of the Contract Price as stated in the Agreement associated with this section.
Section 2 <ul style="list-style-type: none"> Kirkwood town reservoir Associated pipework Associated retaining wall Associated fencing 		91 Days	0.1% of the Contract Price as stated in the Agreement associated with this section.
Section 3 <ul style="list-style-type: none"> Moses Mabida reservoir Associated pipework Associated retaining wall Associated fencing 		119 Days	0.1% of the Contract Price as stated in the Agreement associated with this section.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

Part 2: Data provided by the Contractor

Clause	Item and data
1.1.1.9	The name of the Contractor is.....
1.2.1.2	<p>The address of the Contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p> <p>.....</p>

6.2.1 The security to be provided by the Contractor shall be one of the following, please indicate the selected option:

Performance guarantee of 10% of the Contract Sum plus a retention of 10% per payment certificate to a maximum of 5% of the Contract Sum.	
Three performance guarantees of 10% of the amount of the Contract Sum associated with each section, plus three variable retention guarantees of 5% of the amount of the Contract Sum associated with each section.	

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C1.3 PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

FIXED PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
4. The Guarantor hereby acknowledges that:
 - 4.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 4.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
5. Subjects to the Guarantors maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the certified upon receipt of the documents identified in 5.1 to 5.3:
 - 5.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employers Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar Days, the Employer intends to call upon the Guarantor to make payment in terms of 5.2;

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

- 5.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy of the Contractor stating that a period of seven (7) Days has elapsed since the first written demand in terms of 5.1 and the sum certified has still not been paid;
- 5.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 5.
6. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 6.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 6; or
 - 6.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 6; and
 - 6.3. The aforesaid written demand is accompanied by a copy of the notice of termination and /or the provisional/ sequestration and/ or the provisional liquidation court order.
7. It is recorded that the aggregate amount of payments requires to be made by the Guarantor in terms of 5 and 6 shall not exceed the Guarantors' maximum liability in terms of 1.
8. Where the Guarantor has made payment in terms of 6, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employers bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
9. Payment by the Guarantor in terms of 5 or 6 shall be made within seven (7) calendar Days upon receipt of the first written demand to the Guarantor.
10. Payment by the Guarantor in terms of 6 will only be made against the return of the original Performance Guarantee by the Employer.
11. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
12. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
13. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claim will be considered by the Guarantor. The original of the Guarantee shall be returned to the Guarantor after it has expired.
14. The Performance Guarantee, with the required demand notices in terms of 5 and 6, shall be regarded as a liquid document for the purpose of obtaining a court order.
15. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Signed in the presence of the subscribing witnesses:

Atfor and on behalf of

on this the Day of 20.....

SIGNATURE (1) :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES : 1

2

C1.4 ADJUDICATION

Adjudication shall be carried out in terms of Clauses 10.5 and 10.6 of the General Conditions of Contract 2015.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the Day of in the year

between

(hereinafter called "the Employer") of the one part, herein represented by

.....

in his capacity as

and

(hereinafter called "the Mandatory") of the other part, herein represented by

.....

in his capacity as

WHEREAS the Employer is desirous that certain Works be constructed, viz

.....

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract (hereinafter referred to as "the GCC"), or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees;
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandatories, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

- 4 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on Site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective Employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 2

NAME 1 2

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 2

NAME 1 2

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,

Mr/Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

.....

SIGNED ON BEHALF OF THE
COMPANY _____:

IN HIS/HER CAPACITY
AS _____:

DATE _____:

SIGNATURE OF
SIGNATORY _____:

WITNESS: 1. 2.

NAME (IN CAPITALS): 1. 2.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

PART C2: PRICING DATA

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C2.1 Pricing Instructions

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

¹ The standard system of measurement of civil Engineering quantities published by the South African Institution of Civil Engineers.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
PSum	=	Provisional Sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
Sum	=	lump sum
t	=	ton (1000 kg)
W/Day	=	Work Day

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C2.2 Bill of Quantities

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

PART C3: SPECIFICATIONS

Contractor____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C3.1: Scope of Works

1. DESCRIPTION OF THE WORKS

1.1. Employers Objectives

The Employer's objectives are to ensure sufficient and reliable water supply to Sundays River Valley Municipality by expansion of the current water supply scheme in Kirkwood. The Works in this Contract are to be executed by using labour-intensive construction methods where applicable and feasible.

Labour intensive construction methods consists of using local workers who are temporarily employed in terms of the project specification.

Furthermore, it is vital that during construction, suitable local residents are identified and trained in the skills necessary to operate and maintain the scheme after commissioning. The onus of quality will rest on the Contractor.

1.2. Overview of the Works

The proposed Works comprises the installation of two (2) new 3 Ml steel reservoirs and a new 14 Ml raw water storage dam.

1.3. Extent of Works

a) Background

The Sundays River Valley Local Municipality (SRVM) currently faces challenges with respect to the sustainable provision of water services. Kirkwood and surrounding areas currently experience water supply interruptions caused by scheduled maintenance of the irrigation canal which is the source of raw water supply.

b) Scope Development

In summary, the scope has been confirmed as per the table hereunder:

Scope Components	Description
Kirkwood Potable Water Reservoir	
Earthworks	Perform the necessary earthworks to construct the steel reservoir
Retaining wall	Construct a retaining wall around the steel reservoir
Pipework	Construct all necessary pipework to connect the new steel reservoir to existing infrastructure
Fencing	Construct fencing around the reservoir Site
Reservoir	Construct new steel reservoir
Moses Mabida / Bontrug Potable Water Reservoir	
Earthworks	Perform the necessary earthworks to construct the steel reservoir
Retaining wall	Construct a retaining wall around the steel reservoir
Pipework	Construct all necessary pipework to connect the new steel reservoir to existing infrastructure
Fencing	Construct fencing around the reservoir Site
Reservoir	Construct new steel reservoir
Additional raw water storage at Kirkwood	
Earthworks	Perform the necessary earthworks to construct the new raw water storage dam

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

Lining (HDPE and Concrete)	Construct HDPE and concrete lining inside the new raw water storage dam
Pipework	Construct all necessary pipework to connect the new raw water storage dam to existing infrastructure
Fencing	Construct fencing around the raw water storage dam Site
Refurbish building	Refurbish dilapidated building to be used as Site office and workshop

c) Scope Description**(i) Raw Water Storage**

The raw water source for Kirkwood is the irrigation canal from the Korhaansdrif Weir. The Municipality has an existing lawful use of 1.3 Mm³/year for domestic use which must be licensed. A further 1.7 Mm³/year of agricultural water has been allocated to the municipality. The existing raw water storage lay dams have a capacity of 20.2 Ml. To resolve the raw water storage insufficiency, a new lay dam must be constructed adjacent to lay dam 4. The new lay dam will ensure that sufficient volume of raw water is stored during the period of maintenance.

(ii) Additional Clear Water Storage

- Construct a new 3.0 Ml reservoir at Kirkwood Town (Kirkwood, Aqua Park, Bergsig) Reservoirs; and
- Construct a new 3.0 Ml reservoir at Moses Mabida (Bontrug, Msengeni) Reservoirs.

d) Deliverables

As a summary of the background presented above, the main deliverables of the Kirkwood Bulk Water Supply Scheme are as follows:

- Construction of a new raw water storage lay dam (Volume = 14 Ml); and supply & install associated infrastructure.
- Construct a new 3.0 Ml reservoir at Kirkwood Town (Kirkwood, Aqua Park, Bergsig) Reservoirs and associated pipework; and
- Construct a new 3.0 Ml reservoir at Bontrug (Moses Mabida, Msengeni) Reservoirs, fencing and associated pipework.

1.4. Temporary Works

The Contractor is responsible for the design, construction/erection, inspection, and maintenance of all Temporary Works.

No major Temporary Works is expected for the completion of the Works. Minor Temporary Works (scaffold and formwork) may be required.

1.5. Material Sources and Spoil Areas

- Backfill material will be obtained from designated excavations and stockpiled to the designated stockpiles.
- Bedding and padding material will be obtained from designated excavations and stockpiled.
- Excess material will be stockpiled to the designated stockpiles.
- All other material will be sourced from commercial sources. The Contractor shall submit samples from the sources indicated in his tender to an independent laboratory for testing to ensure compliance with the requirements of the specification.
- The Contractor will need to identify, in conjunction with the local authorities and to the approval of the Employer's Agent, suitable spoil sites.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

1.6. Local Labour

A portion of the Works, as identified in the Bill of Quantities in the column named LIC, is to be done via labour intensive methods using local labour. Labour reports must be submitted monthly indicating all local labour used on the project, including for Sub-contractors, in the EPWP format.

2. PROGRAMME

2.1. General Programme

The duration of the Contract is as indicated in the Contract Data. The Contractor is to ensure that he prices accordingly in the Bill of Quantities.

The Contractor will be required to liaise with the local Ward Committee concerning the programming of the Works.

2.2. Submitted Programme

The Contractor's programme shall be in a bar chart form. In addition to the requirements of Clause 5.6.1 GCC 2015, the Contractor's programme shall show:

- a) The various activities, related to a time scale, for each element of the Works, including allowance for Nominated Subcontractors, in sufficient detail to be able to assess construction progress,
- b) Critical path activities and their dependencies,
- c) Key dates in respect of work to be carried out by others,
- d) Key dates in respect of information to be provided by the Employer's Agent and/or others,
- e) Management, Site staff and labour allocated to the project for various stages.

In addition to the requirements of Clause 5.6.2 GCC 2015, the Contractor shall submit with his programme, a copy of any network diagram used in producing the programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Employer's Agent in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

2.3. General Allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) Expected weather conditions and their effects;
- b) Known physical conditions or artificial obstructions;
- c) Searching for, dealing with and carrying out alterations to any existing services;
- d) The accommodation and safeguarding of access and traffic;
- e) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act;
- f) The restrictions on the length of trench open at any one time;
- g) The design, testing and approval of the concrete mixes; and
- h) Allowance for response time as per the GCC2015.

2.4. Review of Progress

The Contractor shall review his progress every month and should progress lag behind the latest accepted programme, by more than two weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Employer's Agent, such revised programme will not make up the lost time, the Employer's Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

Contractor _____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C3.2: General Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.3: Particular Specifications

Contractor____ Witness 1 _____ Witness 2 _____ Employer _____ Witness 1 _____ Witness 2 _____

C3.4: SMME Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.5: Labour and Community Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.6: Health and Safety Specifications

C3.6.1: Occupational Health and Safety Specifications

C3.6.2: COVID Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.7: Environmental Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.8: Labour Intensive Construction Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C3.9 Training Specifications

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

PART C4: SITE INFORMATION

Contractor____ Witness 1 ____ Witness 2 ____ Employer ____ Witness 1 ____ Witness 2 ____

C4.1: Site Report

C4.2 Drawing Register

C4.3 Drawings
