



**SEKHUKHUNE**  
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470

Tel : (013) 262 7300, Fax: (013) 262 3688

E-Mail : [sekinfo@sekhukhune.co.za](mailto:sekinfo@sekhukhune.co.za)

Bid number	SK8/3/1-17/2022/23)
PROJECT NAME	Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.
Registered Name of Bidder:	
Trading Name of Bidder:	
Registration No. of Entity:	
Postal address of Bidder:	
Contact Person:	
Tel. No:	E-mail Address:
Cell No.	Fax No:
Company Professional Body Affiliation	
Company affiliation reference number	
Tender Amount	

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## SEKHUKHUNE DISTRICT MUNICIPALITY

## LIMPOPO PROVINCE

## Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

DESCRIPTION		COLOUR
<b>PORTION 1: TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
	T1.1 TENDER NOTICE AND INVITATION TO TENDER	White
	T1.2 TENDER DATA	Pink
	T1.3 STANDARD CONDITIONS OF TENDER	Pink
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
	T2.1 LIST OF RETURNABLE DOCUMENTS	Yellow
	T2.2 RETURNABLE SCHEDULES	Yellow
<b>PORTION 2: CONTRACT</b>		
<b>PART C1</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	
	C1.1 FORM OF OFFER AND ACCEPTANCE	Yellow
	C1.2 CONTRACT DATA	Yellow
	C1.3 FORM OF GUARANTEE	Yellow
	C1.4 SAFETY AGREEMENT	Yellow
<b>PART C2</b>	<b>PRICING DATA</b>	
	C2.1 PRICE INSTRUCTIONS	Yellow
	C2.2 BILL OF QUANTITIES	Yellow

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DESCRIPTION		COLOUR
<b>PORTION 3: SCOPE OF WORK</b>		
<b>PART C3</b>	<b>SCOPE OF WORK</b>	
	C3.1 DESCRIPTION OF THE WORKS	Pale Blue
	C3.2 ENGINEERING	Pale Blue
	C3.5 MANAGEMENT DELIVERABLE OUTCOME	Pale Blue
	C3.6 PARTICULAR SPECIFICATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS	Pale Blue
<b>PART C4</b>		
	<b>SITE INFORMATION</b>	
	C4.1 LOCALITY PLAN	Green
	C4.2. COMMUNITY STAKEHOLDERS MANAGEMENT	

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**SEKHUKHUNE DISTRICT MUNICIPALITY**

**LIMPOPO PROVINCE**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

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## INVITATION TO BID

MBD1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SEKHUKHUNE DISTRICT MUNICIPALITY**

BID NUMBER:	SK8/3/1-17/2022/23	CLOSING DATE:	19 AUGUST 2022	CLOSING TIME:	10:00
DESCRIPTION	Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.				
BRIEF SESSION	A compulsory briefing session will be held on the 19 July 2022 at 10h00. Meeting area will be outside Ga Malekana WTW.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
AB Sikhosana Fire Station (Groblersdal Fire Station) R33 Groblersdal 0470					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Voster Masemola		CONTACT PERSON	Mr. Karabo Ramadje	
TELEPHONE NUMBER	013 262 7656		TELEPHONE NUMBER	013 262 7535/7521	
E-MAIL ADDRESS	<a href="mailto:masemolav@sekhukhune.gov.za">masemolav@sekhukhune.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ramadje@sekhukhune.gov.za">ramadje@sekhukhune.gov.za</a> <a href="mailto:mabiletjai@sekhukhune.gov.za">mabiletjai@sekhukhune.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES
<input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES

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NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

NO

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

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**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT Third Edition 2015 (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

**TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

Bid documents are obtainable from the Supply Chain Management Office, Bareki Mall. A compulsory briefing sessions will be held. Documents can be downloaded from E tender. Bids must be completed in accordance with the conditions attached to the Bid documents and must be sealed and endorsed:

Contract (Specify Bid Number: Example SK8/3/). Bids will be submitted to supply chain offices

**The Council reserves the right to accept or reject any Bid or part thereof:**

Municipal Manager: Ms. Maureen Ntshudisane  
LIMPOPO PROVINCE  
Corner van Riebeeck and Chris Wiid street  
Groblersdal  
0470

<input type="text"/>					
PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY****Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

## T1.2 Tender Data

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

**The Additional Conditions of Tender are:**

<b>Reference</b>	<b>Tender Data</b>
F.1.5.1	Sekhukhune District Municipality may, prior to the award of the tender, cancel a tender if- due to changed circumstances, there is no longer a need for the services, works or goods requested; or funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received.
F3.1.1.1	Whilst all due care has been taken in connection with the preparation of this RFP, the SDM makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The SDM, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete
F.3.1.1.2	Bidders may not seek or obtain the assistance of employees, contractors or advisors of the SDM in the preparation of their tender responses, except where contractors or advisors are participating in the tender in which case the Bidder must disclose such participation in its tender by declaring their possible interest or conflict in the relevant SBD 4 form.
F2.3.1.	If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the SDM (other than minor clerical matters), the Bidder must promptly notify the municipality in writing (by e-mail to the address <a href="mailto:masevolav@sekhukhune.gov.za">masevolav@sekhukhune.gov.za</a> of such discrepancy, ambiguity, error or inconsistency in order to afford the SDM an opportunity to consider what corrective action is necessary (if any).
F.2.3.2	Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the SDM will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice
F2.2.1	The employer will not compensate the Bidder 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.
F2.5	A compulsory briefing session date and time

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F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Bidders must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.8	Request clarification of the tender documents, if necessary, by notifying the SCM at least five working days before the closing time stated in the tender data.
F.2.11	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 Bidder. All signatories to the tender offer shall initial all such alterations.
<b>F2.12</b>	<p>*No alternative tender offers will be considered</p> <p>If Bidder wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original and no copies will be necessary.
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> AB Sikhosana Fire Station (Groblersdal Fire Station)  <b>Physical address:</b> R33 Groblersdal  <b>Identification details:</b> <i>Contract number, title of tender and the closing date and time of the tender</i>  <b>Postal address:</b> Sekhukhune District Municipality, Riebeeck and Chris Wiid Street Groblersdal 0470</p>
F.2.13.14	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.

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F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.17	The tender offer validity period is <u>90 days</u>
F.2.17.1	<b>CONTRACT PERIOD</b> The service as set out in this tender will be rendered within a period of ten (10) months
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Bidder is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a <b>valid</b> Tax Clearance Certificate/ CSD PIN issued by the South African Revenue Services. Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Tenders will be opened immediately after the closing time of tenders at Sekhukhune District Municipality
F3.11.2	The procedure for the evaluation of responsive tenders is Method 1.
F3.11.3	The procedure for the evaluation of responsive tenders is Method 2  The financial offer will be scored using Formula 2 (option 1) where the value of $W_1$ is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.  Up to 100 minus $W_1$ tender evaluation points will be awarded to Bidders who complete the referencing schedule and who are found to be eligible for the preference claimed.
F.3.11	<b>Evaluation of Tenders</b> The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy. Clause 36.5 of the Supply Management Policy which entails balance between financial offer and functionality.  <b>The following steps will be followed in evaluation;</b> <ul style="list-style-type: none"> <li>• Determination of whether or not tender offers are complete.</li> <li>• Determination of whether or not tender offers are responsive.</li> <li>• Determination of the reasonableness of tender offers.</li> <li>• Confirmation of the eligibility of preferential points claimed by bidders.</li> <li>• Determination of expertise and experience of bidders.</li> <li>• Awarding of points for functionality.</li> <li>• Ranking of bidders according to the total points</li> <li>• Performance of risk analysis by checking the capacity of the bidders.</li> </ul>

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F3.11.1.

**Evaluation Criteria**

Tenders are adjudicated in terms of Sekhukhune District Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

**Tender Responsiveness**

Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:

**TABLE 1**

Evaluation element	Weighting	Threshold score
FUNCTIONALITY (TABLE 2+TABLE 3 +TABLE 5 + TABLE 6)	100	70 Points

A company must obtain a minimum of 70 points out of the 100 points above to be considered for evaluation on pricing and BBBEE

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**FUNCTIONALITY EVALUATION SCALE****Table 2: Evaluation Criteria and points Allocations**

<b>1. Qualifications and Professional Registrations of Assigned Individuals (supporting documents required)</b>	<b>Sub -Total A =35</b>
1.1. Project Lead/Management (Professional/ Engineer/Technologist with a qualification in a relevant profession and registered with a professional body (e.g ECSA/SABTACO/SACAP/SACPCMP) and with 10 years or more of relevant experience in this field)	4
1.2. Professional/Engineer/Technologist with a qualification in a relevant Profession and registered with a professional body (e.g ECSA/SABTACO/SACAP/SACPCMP) and with 5-9 years of relevant experience in the field of Steelpipe / Ductile Iron Pipe construction	4
1.3. Professional Engineer / Technologist with more than 5 years' experience in water engineering projects	4
1.4. Engineer and/or Technologist with Specialist knowledge in SCADA Communications Systems with more than 5 years relevant experience	3
1.5. Specialist in condition assessment of pipelines incl CCTV survey	4
1.6. Topographical Surveyor	2
1.7. Structural Engineer with more than 5 years' experience in water related structures and associated infrastructure	4
1.8 Professional Mechanical Engineer with more than 5 years' experience in Pumpstation	4
1.9. Professional Electrical Engineer with more than 5 years' experience in electrical engineering work relating to water infrastructure.	2
1.10. Health and Safety Agent registered as safety agent and the relevant professional qualifications to act as safety agent for the client.	2
1.11. Institutional and Social Development Specialist	2

**TABLE 3**

<b>2. Company Experience: Demonstrate company experience in Projects that relates to Steel- and Ductile Iron Water Pipeline projects, completed in the last 10 years</b>	<b>Sub Total B = 25</b>
2.1. Provide at least three (3) water engineering projects in steel /ductile iron bulk pipeline infrastructure in the last ten (10) years	10
2.2. Provide at least two projects in concrete works associated with bulk water project	3
2.3. Provide at least two (2) projects in water asset conditional assessment in the last ten (10) years	5
2.4. Provide at least two (2) projects that clearly demonstrate successful development initiatives to SMMs/QESs	2
2.5 Provide at least three (3) written references in bulk water engineering infrastructure project completed in the last 10 years	5

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If proof of testimonials in reference to form F is not provided, then the bidder shall be automatically disqualified.

### Functionality Evaluation scale

Method of scoring for TABLE, 2 and 3 related to key personnel skills and experience and company experience as per requirements will be as follows:

**TABLE 1A**

Score points	Score criteria
0 (No Response)	Bidder has submitted no information or inadequate information to determine a scoring level.
10 (Poor)	Bidder's response lacks convincing evidence of experience/skills in projects of a similar nature.
15 (Satisfactory)	Bidder's response is acceptable in demonstrating availability of experience/skills in the majority of functional areas of the project.
20 (Good)	Bidder's response demonstrates extensive understanding of requirements and availability of skills/experience to meet all requirements of the project.
25 (Very Good)	Bidder's response excellent, demonstrating outstanding understanding of requirements and availability of experience/skills to meet all requirements of the project.

**TABLE 5**

3.Method Statement/Methodology	SUB TOTAL C =30
3.1. Project governance structure/organogram reflecting the different levels of responsibility and accountability	5
3.2. Technical auditing methodology	5
3.3. Expert knowledge in auditing and engineering processes, standards and procedures	3
3.4. demonstrate a logical and clearly outlined interrelationships / interfaces between different disciplines and between auditing principles and engineering assessments	3
3.5. demonstrate how will the Remaining useful life of an asset/asset grouping be determined from components and sub-systems level	4
3.6. demonstrate quality control and apply strict quality measures and assurance throughout the duration of the project	4
3.7. Provide a supplier development methodology detailing how the service provider will develop identified SMME's	3
3.8 Demonstrate clear understanding on requirements for the	3

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commissioning of water infrastructure completed under a separate contract	

Method of scoring Table 5 for, methodology as per requirements of the RFP as minimum submission will be as follows:

**TABLE 1.B**

Score points	Score criteria
0 (No Response)	Bidder has submitted no information or inadequate information to determine a scoring level.
10 (Poor)	Bidder’s response lacks convincing evidence of its understanding of the key tasks/activities and allocation of time to complete.
16 (Satisfactory)	Bidder’s response shows a reasonable understanding of the key tasks/activities and allocation of time to complete.
23 (Good)	Bidder’s response shows an extensive understanding of the key tasks/activities and allocation of time to complete.
30 (Very Good)	Bidder’s response shows an outstanding understanding of the key tasks/activities and allocation of time to complete.

**PROGRAM OF WORK**

A provisional Program of work must be submitted for this evaluation criteria. Scoring on the submitted PoW will be done as follows:

**TABLE 6 (PART C3 Scope of Work Table 9 below)**

Schedule	SUB TOTAL D = 10
4.1 Build up to deliverables, dependencies, and link to milestones	5
4.2 Clearly identifying the critical path and duration of all preliminary activities	2
4.3 Internal quality control and assurance, document review procedure with turnaround time as part of the schedule	3

Technical adjudication and General Criteria

Tenders will be adjudicated in terms of inter alia:

Compliance with Tender conditions

Technical specifications

If the Bidder does not comply with the Tender Conditions, the Bid may be rejected. If technical specifications are not met, the Bid may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

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	<p>Certified or scanned copies of Tax Clearance Certificates or CSD Pin                  Pages to be completed, removed from the Tender document, and have therefore not been submitted.                  If tender document is not fully completed as required and as stipulated in the tender data.                  If any tender document is tempered with or it is unbundled or unbundled.                  Failure to complete the schedule of quantities as required – only lump sums provided.                  Scratching out without initialling next to the amended rates or information.                  Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.                  Failure to attend compulsory site inspections                  The Tender has not been properly signed by a party having the authority to do so, according to the – “Authority for Signatory”, No authority for signatory submitted.                  A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the Tender document on behalf of the Company. Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.                  The Bidder’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.                  The Tender has been submitted after the relevant closing date and time</p>
	<p>Tender offers will only be accepted if:                  the Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;                  the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;                  the Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;                  the Bidder has not:                  abused the Employer’s Supply Chain Management System; or                  ii) failed to perform on any previous contract and has been given a written notice to this effect; and                  e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p>
	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>

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### T1.3 Standard Conditions of Tender

#### F1 General

##### F1.1 Actions

F1.1.1 The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. The employer and the Bidder 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. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer’s agent**

Each communication between the employer and a Bidder shall be to or from the employer's representative and also be documented in a form of email or relevant media tools for purpose of records. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer’s representative are stated in the tender data.

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

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

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

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**F.2 Bidder’s obligations**

**F.2.1 Eligibility**

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

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

The Bidder is advised to seek qualified advice regarding insurance.

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**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Bidder's name and contact address.

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**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the Bidder’s name and contact address.

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Bidder’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 Bidder not provide the material, or a satisfactory reason as to why it

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cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

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### F.3 The employer's undertakings

#### F.3.1 Respond to clarification

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

#### F.3.2 Issue Addenda

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

#### F.3.3 Return late tender offers

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

#### F.3.4 Opening of tender submissions

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

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

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

#### F.3.5 Two-envelope system

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by Bidders, then advice Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

#### F.3.6 Non-disclosure

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

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### F.3.7 Grounds for rejection and disqualification

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

### F.3.8 Test for responsiveness

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

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

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

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

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

### F.3.9 Arithmetical errors

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

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

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

### F.3.10 Clarification of a tender offer

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

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### F3.11 Evaluation of tender offers

#### F3.11.1 General

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

#### F3.11.2 Method 1: Financial offer

In the case of a financial offer:

Rank tender offers from the most favourable to the least favourable comparative offer.

Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Re-rank all Bidders should there be compelling and justifiable reasons not to recommend the highest ranked Bidder and recommend the highest ranked Bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

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

Rank tender offers from the highest number of tender evaluation points to the lowest.

Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points, and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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**F3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

$N_Q$  is the number of tender evaluation point awarded for preferences claimed in accordance with 3.11.9.

Rank tender offers from the highest number of tender evaluation points to the lowest.

Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F3.11.5 Method 4; Financial offer, quality and preferences**

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

Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7

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

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

Rank tender offers from the highest number of tender evaluation points to the lowest.

Recommend the Bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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Rescore and re-rank all Bidders should there be compelling and justifiable reasons not to recommend the Bidder with the highest number of tender evaluation points and recommend the Bidder with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F3.11.6 Decimal places**

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

**Scoring Financial Offers**

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

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

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

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

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

**Table 1: Formulae for calculating the value of A**

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

**F3.11.8 Scoring preferences**

Confirm that Bidders are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Bidders are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F3.11.9 Scoring quality**

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

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

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$$N_Q = W_2 \times \frac{S_o}{M_s}$$

Where:  $S_o$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### F.3.12 Insurance provided by the employer

No insurance is provided by the employer

### F.3.13 Acceptance of tender offer

#### F3.13.1 Tender Offers will only be accepted on condition that:

the tender offer is signed by a person authorized to sign on behalf of the Bidder;

a valid original Tax Clearance Certificate is included with his tender;

Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Bidder's health and safety plan, is included with his tender submission;

a Bidder who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;

the Bidder or a competent authorized representative of the PSP who submitted the tender has attended the compulsory clarification meeting or site inspection;

The Bidder or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector;

The Bidder has not abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to his effect;

The Bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.

The Employer is satisfied that the Bidder or any of his principals have not influenced the tender offer and acceptance by the following criteria:

having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;

having acted in a fraudulent or corrupt manner in obtaining or executing this contract;

having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Bidder's favour;

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having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;

having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;

The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

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

**F.3.14 Notice to unsuccessful Bidders**

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

**F.3.15. Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

Provide to the successful Bidder 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.

**3.19 Provide written reasons for actions taken**

Provide upon request written reasons to Bidders 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

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prejudice the legitimate commercial interests of Bidders or might prejudice fair competition between Bidders.

**END OF SECTION**

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**T2.1 List of Returnable Documents**

The Bidder must complete the following returnable documents:

Clause referred to in Standard Conditions of Bid	Document
2.1	Engineering company should demonstrate the professional Body of his/ her company is affiliating with Professionals representing the company over engineering decision must be registered with ECSA/SABTACO/ SACAP/SACPCMP)
2.13.4	<p><b>RETURNABLE DOCUMENTS</b></p> <p>The following certificates / information are to be provided with the Bid offer:</p> <ul style="list-style-type: none"> <li>• Valid tax clearance certificate or PIN issued by SARS (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001) or proof of arrangement made with SARS</li> <li>• CSD Registration/CSD Summary Report (Compulsory)</li> <li>• Copy of Certificate of Incorporation (if Bidder is a Company)</li> <li>• Copy of Founding Statement (if Bidder is a Closed Corporation),</li> <li>• Copy of Identity Document (if Bidder is a One-man concern),</li> <li>• Copies of certified identification documents [of shareholders];</li> <li>• Company profile, including management structure;</li> <li>• Evidence of expertise and prior experience in providing the required service</li> <li>• Joint venture agreement [if applicable];</li> <li>• Municipal rates (Compulsory) - Municipal statement for both Directors and Company not in arrears for more than 90 days in accordance with regulation 38. In case where the Company or Director is from rural areas where the rates are not paid, please attach proof from Local Authority indicating that he/she does not pay municipal rates, this must also be supported by an affidavit from SAPS</li> <li>• All pages must be initialled.</li> <li>• Authority for Signatory (Compulsory)</li> <li>• Form of offer to be properly signed (Compulsory)</li> <li>• Declaration of Interest (mbd4) (Compulsory)</li> <li>• Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBBEE Exempted Micro Enterprises as per bidder’s correct turnover category(Required for evaluation)</li> <li>• MBD 5 (required for evaluation)Documentation if Tender Exceeds R10 Million (<i>Compulsory if Applicable</i>)                      -If the bidder is required by law to prepare AFS for Auditing, the AFS for the past three years or since the establishment if Establishment during the past three years</li> </ul> <p><b>Please complete all blank spaces on the forms, where not applicable indicate as such (n/a)</b>  <b>note: failure to comply to the following submission will invalidate your bid</b></p>

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**T2.2 RETURNABLE SCHEDULES**

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.1 FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>
1.		
2.		
3.		
4.		
5.		

Signature of person authorized to sign the Bid: .....

Date: .....

---

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.2 FORM B: SCHEDULE OF PLANT AND EQUIPMENT**

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

Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorized to sign the Bid: .....

Date: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.3 FORM C: RECORD OF ADDENDA TO BID DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signature of person authorized to sign the Bid: .....

Date: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.4 FORM D: CERTIFICATE OF BIDDER’S ATTENDANCE OF COMPULSORY CLARIFICATION MEETING**

This is to certify that I,  
representative of (Bidder)  
of (address)

Telephone No : .....

Fax No : .....

attended a compulsory clarification meeting on the .....day of .....20.....

in the company of (Engineer’s representative) .....

Signature of person authorized to sign the Bid: .....

Date: .....

[Signature Box]

PSP

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2



**Part T2: Returnable Documents**

**Returnable Schedules**

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

**T2.2.6 FORM F: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER**

The Bidder shall list in the spaces provided below a completed list projects related contracts of similar nature awarded to the Bidder. This information may be deemed to be material to the award of this Bid. Proof should be submitted with this Bid e.g. **Completion certificates or referral letters**

Description Nature of Work	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and email address
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		
				Employer		
				Consultant		

Signature of person authorized to sign the Bid: .....

Date: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.8 FORM H: FINANCIAL REFERENCES**

**DETAILS OF BIDDERS BANKING INFORMATION**

***Notes to bidder:***

The bidder shall attach to this form certified copy or an original letter from the bank confirming the bank account and details which is not older than three months. The bidder’s banking details as they appear below shall be completed.

In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:												
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>												
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>												
ACCOUNT NO:												
ADDRESS OF BANK:												
CONTACT PERSON:												
BANK RATING												
TEL. NO. OF BANK / CONTACT:												
BANK STAMP												
HOW LONG HAS THIS ACCOUNT BEEN IN EXISTENCE:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="5" style="text-align: center; vertical-align: middle;">(Tick which is appropriate)</td> </tr> <tr> <td></td> <td><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 Months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)		<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 Months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)										
	<input type="checkbox"/>											
7-12 months	<input type="checkbox"/>											
13-24 months	<input type="checkbox"/>											
More than 24 Months	<input type="checkbox"/>											

SIGNATURE ON BE HALF OF BIDDER: .....

---

<input style="width: 80%; height: 20px;" type="text"/> PSP	<input style="width: 80%; height: 20px;" type="text"/> Witness 1	<input style="width: 80%; height: 20px;" type="text"/> Witness 2	<input style="width: 80%; height: 20px;" type="text"/> Employer	<input style="width: 80%; height: 20px;" type="text"/> Witness 1	<input style="width: 80%; height: 20px;" type="text"/> Witness 2
---	---	---	--	---	---

T2.2.9 FORM I: AUTHORITY OF SIGNATORY

**AUTHORITY FOR SIGNATORY**

Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution by their Board of Directors, duly signed and dated.

An example is shown below:

“By resolution of the Board of Directors taken on .....2022 .....  
Mr.....

Has been duty authorized to sign all documents in connection with contract No.  
.....

And any contract which may arise there from on behalf of (block capitals)  
.....

.....

**SIGNED ON BEHALF OF THE COMPANY :** .....

**IN HIS CAPACITY AS:** .....

**DATE:** .....

**SINGNATURE OF SIGNATORY:** .....

**\*PLEASE NOTE THAT, THIS IS JUST AN EXAMPLE OF AUTHORITY FOR SIGNATORY. YOU ARE REQUIRED TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS.**

**THIS APPLIES TO COMPANIES WITH MORE THAN ONE MEMBERS**

**FAILURE TO SUBMIT A COPY OF A RELEVANT RESOLUTION OF THE BOARD OF DIRECTORS, SHALL DISQUALIFY THE TENDER.**

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2.10 FORM J: QUALITY MANAGEMENT SYSTEMS**

Briefly describe the construction quality system incorporated by the Bidder in his organization and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Testing Laboratory			
Additional quality systems			

Signature of person authorized to sign the Bid: .....

Date: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.13 FORM L: CONSTRUCTION PROGRAMME**

An Initial, suitable and realistic construction programme shall be submitted with this Bid document. The initial start date for the purpose of the programme. The programme shall be in the form of a Gantt chart and shall include the following details:

A work breakdown structure, identifying the major activity groups.

For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.

The linkages between activities shall be clearly indicated and the logical network upon which the programme is based.

The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.

The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.

Where relevant the Contractor shall state the production rates for key activities, e.g., earthworks, etc.

Together with the programme as detailed above the Bidder shall submit a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection should relate to **FORM K** above.

***Failure to submit initial construction programme and cashflow are not eliminating factors but zero (0) will be scored.***

Signature of person authorized to sign the Bid: .....

Date: .....

---

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.14 FORM M: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? YES / NO

Who will prepare the Contractor’s Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees? YES / NO

Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? YES / NO

Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? YES / NO

Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. YES / NO

Does the Contractor have trained first aid employees? If yes, indicate, who. YES / NO

Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) YES / NO

Signature of Bidder: .....

Date: .....

Signature boxes for PSP, Witness 1, Witness 2, Employer, Witness 1, and Witness 2.

T2.2.15 FORM N: COMPANY INFORMATION FOR BIDS GREATER THAN R10 MILLION

The Bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

for the past three years; or since their establishment or established during the past three years.

Indicate whether these have been included in the Bid. Yes/No .....

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

NO  YES

If so, state particulars: .....  
.....  
.....

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

NO  YES

If so, state particulars: .....  
.....  
.....

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

NO  YES

If so, state particulars: .....  
.....  
.....

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

NO  YES

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

.....  
.....

Signature of Bidder: .....

Date: .....

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2.16 FORM O: MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE  
SCM 5**

IT IS A CONDITION OF BIDDING I.R.O. GOODS, WORKS AND SERVICES ABOVE A TRANSACTION VALUE OF R15 000 (VAT INC) THAT –

The rates and taxes as well as other charges (eg. water and electricity accounts) of the successful bidder must be in order, or that satisfactory arrangements have been made with the municipality concerned to meet his/her obligations in this regard.

The attached form “Application for a municipal tax rates & charges Clearance Certificate” in respect of bidders must be completed in all respects and submitted to the municipality where the bidder or his/her business is located.

The relevant municipality will then furnish the bidder with a “Clearance Certificate” that will be valid for a period of twelve (12) months from date of issue.

This Clearance Certificate must be obtained by the bidder at his/her own cost and submitted in the original together with the rest of the bid documents.

Failure to submit the original valid Clearance Certificate or incomplete SCM5 Form, may invalidate your bid. In bids where consortia/joint ventures/sub-contractors are involved; each party must submit a separate Clearance Certificate.

Invoices will not be considered.

Rural service providers who do not have municipal accounts must submit proof of residence and payment of tribal obligations.

The SCM 5 form provided must be completed, signed and stamped by an official of a municipality where you are paying services.

---

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

APPLICATION FOR A TAX, RATES & OTHER MUNICIPAL CHARGES CLEARANCE CERTIFICATE (I.R.O. BIDDERS) - **SCM 5**

Full name of tax payer / bidder .....

Trade name (if any) .....

Identification No. 

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

Company / Close Company Registration No. 

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

Municipal account No. 

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

Signature of person requiring Clearance Certificate .....

Name: .....

Telephone No. Code .....Number .....

Residential Address:.....

Postal Address:.....

CLEARANCE CERTIFICATE BY MUNICIPALITY

I, .....in my capacity as

.....

(full names)

(designation)

of the municipality of.....Hereby certify that –

(name of municipality)

Tick appropriate bullet.

I have examined the municipal accounts of the above-named person/firm/company/close corporation and am satisfied that all his/her municipal accounts are up to date and fully paid.

I have examined the above-named municipal accounts and have found the said accounts to be in arrears.

I have examined the above-named municipal accounts and have found the said accounts being honored in terms satisfactory arrangement made with the Municipality.

Signature of official .....	MUNICIPAL STAMP
Municipality of .....	

Telephone No. Code .....Number .....

Date: ...../...../20...

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.17 FORM P: TAX CLEARANCE REQUIREMENTS**

**MBD 2**

IT IS A CONDITION OF BIDDING THAT -

The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

MBD2/ Application for tax Certificate...

---

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.18 FORM Q: DECLARATION OF INTEREST

MBD 4

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

3.1 Full Name:  
.....

3.2 Identity Number:  
.....

3.3 Company Registration Number:  
.....

3.4 Tax Reference Number:  
.....

3.5 Vat Registration Number:  
.....

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

3.6.1 If so, furnish particulars.  
.....  
.....  
.....

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

3.7.1 If so, furnish particulars  
.....  
.....  
.....

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

3.9.1 If so, furnish particulars

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

3.10 Are any of the company’s directors, managers, principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.10.1 If so, furnish particulars

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

3.11 Is any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.11.1 If so, furnish particulars

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

**DECLARATION / CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

---

PSP Witness 1 Witness 2 Employer Witness 1 Witness 2

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

MSCM Regulations: “in service of the state’ means to be –  
a member of –  
any municipal council  
any provincial legislature; or  
the national Assembly or the national Council of Provinces;

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

---

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.8 FORM R: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**MBD 6.1**

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 BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**GENERAL CONDITIONS**

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).  
 a) 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  
 Points for this bid shall be awarded for:  
 Price; and  
 B-BBEE Status Level of Contributor.  
 The maximum points for this bid are allocated as follows:

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

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. 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.

**DEFINITIONS**

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;  
 “**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;  
 “**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;  
 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);  
 “**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;  
 “**functionality**” means the ability of a Bidder 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:

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

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

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

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

“**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;

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

**POINTS AWARDED FOR PRICE**

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

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

**BID DECLARATION**

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

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

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

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.

**SUB-CONTRACTING**

Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If yes, indicate:

What percentage of the contract will be subcontracted .....%?

The name of the subcontractor.....

The B-BBEE status level of the subcontractor.....

Whether the sub-contractor is an EME or QSE **(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

Name Of Company/Firm :.....

VAT Registration Number :.....

Company Registration Number :.....

Type of Company/ Firm

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

[TICK APPLICABLE BOX]

Describe Principal Business Activities

.....

.....

.....

.....

Company Classification

- Manufacturer
- Supplier

<input type="text"/>
----------------------

PSP

<input type="text"/>
----------------------

Witness 1

<input type="text"/>
----------------------

Witness 2

<input type="text"/>
----------------------

Employer

<input type="text"/>
----------------------

Witness 1

<input type="text"/>
----------------------

Witness 2

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

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

[TICK APPLICABLE BOX]

MUNICIPAL INFORMATION

Municipality where business is situated :.....

Registered Account Number : .....

Stand Number :.....

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

I/we, the undersigned, who is / are duly authorized 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:

The information furnished is true and correct;

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

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;

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 –

disqualify the person from the bidding process;

recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

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;

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

forward the matter for criminal prosecution.

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2.9 FORM S: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**1. Any Bid may be rejected if that Bidder, or any of its directors have:**

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

**In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid:**

Item	Question	Yes	No
2.1	Is the Bidder any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012)3265445)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	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"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Bidder or any of its directors owe any Municipal rates and	Yes	No

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
	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?	<input type="checkbox"/>	<input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	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 to comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
2.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
SIGNATURE DATE

.....  
POSITION NAME OF BIDER

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.2.9 FORMAT: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

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).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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:

take all reasonable steps to prevent such abuse;

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

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.

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.

In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:  
Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.  
in response to the invitation for the bid made by:  
SEKHUKHUNE DISTRICT MUNICIPALITY

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)

I have read and I understand the contents of this Certificate;

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

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

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 consortium<sup>3</sup> will not be construed as collusive bidding.

\_\_\_\_\_

PSP

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

**MBD 9**

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices;

geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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.

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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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<input style="width: 80%; height: 20px;" type="text"/>					
PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AGREEMENTS AND CONTRACT DATA

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Section	Description	Page No
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C1.2	CONTRACT DATA.....	C1.2.1
C1.3	FORM OF GUARANTEE.....	C1.3.1
C1.4	GUARANTEE (CASH DEPOSIT).....	C1.4.1
C1.5	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.5.1

---

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 Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

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

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

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

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

Signature ..... Date .....  
Name .....  
Capacity .....

**for the Bidder**

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

Name and .....  
signature .....  
of witness .....

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

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

Signature ..... Date .....

Name .....

Capacity .....

**for the Employer**

SEKHUKHUNE DISTRICT MUNICIPALITY  
 Corner Riebeeck and Chris Wiid Street  
 Private Bag 8611  
 Groblersdal  
 0470

Name and signature of witness ..... Date .....

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SEKHUKHUNE DISTRICT MUNICIPALITY

LIMPOPO PROVINCE

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

C1.2 CONTRACT DATA

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT DATA

INDEX

<b>Item</b>	<b>Description</b>	<b>Page No</b>
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C1.2.2	VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT (SPECIAL CONDITIONS OF CONTRACT).....	C1.2.2
C1.2.3	DATA PROVIDED BY THE EMPLOYER.....	C1.2.18
C1.2.4	DATA PROVIDED BY THE CONTRACTOR.....	C1.2.20

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**C1.2 Contract Data****C1.2.1 GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works Third Edition, 2015, published by the South African Institution of Civil Engineer's, Private Bag X200, Halfway House, 1685 is applicable to this contract. Copies of these conditions of contract may be obtained from [www.saice.org.za](http://www.saice.org.za).

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

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

**5.12.2.2 The additional clauses to the General Conditions of Contract are:**

Extensions of time in respect of clause 5.12.2.2 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the

PSP

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Witness 2

Employer

Witness 1

Witness 2

	<p>average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days as mentioned in the project specifications.</p>

[Signature Box]

PSP

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

## Part 1: Contract Data completed by the Employer

Clause	
1.1.1.15	The name of the Employer is the <b>Sekhukhune District Municipality</b>
1.2.1.2	The address of the Employer is: Telephone: 013 262 7535 Facsimile: Address (physical): Riebeeck Street and Chris Wiid Street Bareki Mall Address (postal): Groblersdal 0470
1.1.1.16	The name of the Employer's Agent is
1.2.1.2	The address of the Employer's Agent is: Address (physical):  Address (postal):  Telephone: Facsimile:
1.1.1.14	The works shall be completed within 2 and half months exclusive of year end break.
1.1.1.26	The Pricing Strategy is <b>Re-measurement Contract</b>
3.1.3	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:  Nominating the Employer's Agent's Representative in terms of cl 3.3 Delegation of Employer's Agent's Representative authority in terms of cl 3.3.4 Providing consent for subcontracting part of the contract in terms of cl 4.4.2 The issuing of further drawings or instructions in terms of cl 5.9.2 The issuing of instructions for dealing with fossils and the like in terms of cl 4.7. Authorizing the Contractor to repair and make good excepted risks in terms of cl 8.3. The issuing of a variation order in terms of cl 6.3. Issuing of instructions to carry out work on a day work basis in terms of cl 6.5. Granting permission to work during non-working times in terms of cl 5.8.1. Suspend the progress of the works in terms of cl 5.11.2. The issuing of an instruction to accelerate progress in terms of cl 5.12.4. The reduction of a penalty for delay in terms of cl 5.13.2 The determination of additional or reduced costs arising from changes in legislation in terms of cl 6.8.4. The giving of a ruling on a contractor's claim in terms of cl 10.1.5 The agreeing of an extension to the 28 period in terms of cl 10.1.5.1 The inclusion of credits in the next payment certificate in terms of cl 10.1.5.2 The agreeing of the adjustment of the sums for general items in terms of cl 5.12.3
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution

PSP

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Witness 2

Employer

Witness 1

Witness 2

	is 15 days.
5.13.1	The penalty for failing to complete the Works is will be calculated per calendar day
5.14.5.2	The Defects Liability Period is 12 months on new works implemented on site
6.8.2	<p>The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where:  The value of "x" is 0,1  The values of the coefficients are:  a = 0.20  b = 0.20  c = 0.55  d = 0.05</p> <p>The province wherein the larger part of the Site is located is <b>Sekhukhune District</b>. The base month is the month prior to the closing of the tender.</p>
6.8.3	Price adjustments for variations in the costs of special materials are allowed
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10% of Contract Price (Exclusive of contingencies and VAT). The retention money will be deducted on each progress payment certificate.
8.6.1.3	<p>Professional Indemnity Insurance (PI) Insurance  Bidders must submit proof of valid PI insurance with liability cover of at least R5 million as part of submission in this tender.  SDM may request an increased cover limit from the successful PSP should the risk assessment of the project change.</p>
10.5.2	Dispute resolution is to be by means of ad hoc adjudication
10.7.1	Disputes are to be referred for final settlement to arbitration.

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

Clause																											
1.1.1.9 1.2.1.2	The name of the Contractor is. .... The address of the contractor is: Address (physical): ..... ..... ..... Address (postal): ..... ..... ..... Telephone: ..... Facsimile: .....																										
6.8.3	The variation in cost of special materials is: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Special material</th> <th colspan="2" style="width: 30%;">Unit on which variation will be determined</th> <th rowspan="2" style="width: 35%;">Price for base month ex-factory, excluding transport, labour or any other costs.</th> </tr> <tr> <th style="width: 15%;">Containers</th> <th style="width: 15%;">Delivered in bulk</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>*State unit in appropriate column</p>	Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs.	Containers	Delivered in bulk																				
Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs.																								
	Containers	Delivered in bulk																									

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**NOT APPLICABLE FOR THIS TENDER**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**C1.3 Form of Guarantee**

Contract No ..... WHEREAS **Sekhukhune District Municipality** (hereinafter referred to as the Employer”) provides a guarantee on behalf of a Contract:

.....  
(hereinafter called “the Contactor”) on the ..... day of .....20.....,  
for .....  
at Groblersdal

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

AND WHEREAS ..... has / have at the request of the Contractor, agreed to give such guarantee;

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

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

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

Signature .....

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

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

---

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SEKHUKHUNE DISTRICT MUNICIPALITY**

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

**C1.4 SAFETY AGREEMENT**

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:**

**Sekhukhune District Municipality  
(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)**

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Municipality, he being duly authorized thereto

and

\_\_\_\_\_  
*(hereinafter referred to as the Mandatory)*

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Mandatory, he being duly authorized thereto

**WHEREAS:**

The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of .....20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

\_\_\_\_\_  
\_\_\_\_\_

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

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS**

1.

**WRITTEN AGREEMENT**

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

2.

**ACKNOWLEDGEMENT BY THE MANDATARY**

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

3.

**UNDERTAKING BY MANDATARY**

The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4.

**PERSONAL PROTECTIVE EQUIPMENT**

It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Sekhukhune District Municipality is compulsory.

The Mandatory shall ensure that the statutory requirements are complied with at all times.

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.

**FENCING AND GENERAL MACHINERY PROTECTION**

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

6.

**SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

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

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

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

7.

**SERVICES AND WORKING METHODS**

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

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

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

8.

**EXCAVATIONS**

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

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

**9.**

**RESTRICTION TO WORKPLACE**

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

**10.**

**SUBCONTRACTORS**

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

**11.**

**OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

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

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

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a noncompliance and will specify the time in which it must be rectified.

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.

**FIRST AID**

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

Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

Each first-aid box shall be kept in a place readily accessible in case of an accident.

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

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

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

13.

**FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

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

14.

**COMPLETION OF WORK**

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

15.

**SALVAGED MATERIAL AND EQUIPMENT**

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16.

**BREAKING OF THESE RULES AND POOR CONDUCT**

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

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

17.

**INTOXICATION**

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

18.

**CONFIDENTIALLY**

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

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

19.

**INDEMNIFICATION BY THE MANDATARY**

The following conditions will be applicable to the Mandatory:

The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory

All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.

**AMENDMENTS MUST BE IN WRITING**

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

21

**JURISDICTION AND LEGAL COSTS**

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PARTICULARS OF THE MANDATARY**

Name (Mandatory).....

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

ID NO.....

Designation.....

Name of Business.....

Address of Business.....

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

Number of employees employed.....

Registration number as allocated to the Mandatory by the Workman’s Compensation Commissioner  
..... (attach proof)

Date allocated.....

Thus done and signed on this.....day of .....20....

As witnesses:

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

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

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

**THE MANDATARY**

Thus done and signed on this.....day of .....20....

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

As witnesses

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

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

**THE MUNICIPALITY**

Acknowledgement of receipt of the agreement:

.....  
**THE MANDATARY**

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**PART C2 PRICING DATA**

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**C2.1 Pricing Instructions**

Engineering fees are regulated by the Engineering Council of South Africa (ECSA)

ECSA differentiates between various methods of fee calculation

The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

- a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
- b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
- c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

The agreement is based on the General Conditions of Contract for Construction Works Third Edition, 2015, published by the South African Institution of Civil Employer's Agenting. The additions, deletions and alterations to the General Conditions of Contract for Construction Works as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

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

The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

- a) an amount which is not to be varied, namely Fixed (F)
- b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 10 percent is Fixed;
- b) 15 percent if Value Related
- c) 75 percent is Time Related.

The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

C2.1 Pricing Instructions

1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

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

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

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

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

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

5 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

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

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

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

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

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

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

11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardized Specifications.

12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

C2.2 Bill of Quantities

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**C2.2 Bill of Quantities**

**Table 7:** Cost Per Deliverable/Milestone – Project Execution Plan (PART C3 Scope of Work Table 9 above)

<b>Milestone</b>	<b>No. of Man-Hours</b>	<b>Average Hourly Rate</b>	<b>AMOUNT</b>
Project Execution plan and Desktop Study report			
Visual Condition Assessment and System Inspections of pipeline – Condition Assessment report			
Bulk Electrical Supply and report on available vs required and Total capacity for WTW and Pumpstations – condition Assessment report			
Specialist surveys (internal pipe CCTV pipeline survey)			
Conditional assessment of 25ML Jane Furse Command Reservoir with conditional report and scope of work for commissioning			
Final audit and scoping report for completion and commissioning of the infrastructure			
<b>SUB-TOTAL A (Additional Services and specialist services)</b>			R

<b>Tenderer's Tender for Value Based Fees for Engineering Works based on estimated construction value</b>				
<b>Fee for Normal Services</b>				
Latest estimate of the construction cost for the engineering works (Excl. VAT)	(a) Estimated normal fees (Excl. VAT)	Unit	(b) Percentage of normal fees tendered by Tenderer	(a)x(b) Financial Offer by Tenderer for Value Based Fees for Engineering (VAT excluded)
R 25 000 000.00	R	%	R	R
<b>Sub-total B Normal Fees</b>				R

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

<b>Tenderer's Tender for Additional Services for construction stage</b>				
<b>Fee for additional services</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
Construction Supervision (Full-time inclusive of all travelling, subsistence and other costs associated with construction supervision stage)	10	Months		
Occupational Health and Safety Services	10	Months		
Institutional and Social Development Services	10	Months		
Other (Specify) :				
1.				
2.				
3.				
4.				
<b>Sub-total C Additional Services</b>				R

<b>SUB-TOTAL A + B + C</b>	R
<b>10% CONTIGENCIES</b>	R
<b>SUB- TOTAL D</b>	R
<b>15% VAT</b>	R
<b>TOTAL AMOUNT</b>	R

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**PART C3 Scope of Work**

**3.1 DESCRIPTION OF THE WORKS**

**Employer’s objectives**

**The objective of the conditional assessment for this RFP is to:**

The objective of the tender is to find suitably qualified and experienced service provider to provide Conditional Assessment of Ga Malekana to Jane Furse Reservoir (25MI) and identifying works critically required to be repaired or replaced to commission the bulk pipeline, pump station (1&2) and the 25MI reservoir including the upgrades to SCADA service

- a) The existing infrastructure is approximately 11 years
- b) The infrastructure is at present not operational to various reasons which relates to technicalities and vandalism
- c) Breakdown of components as shown below;
  - i. Pipeline 1 (450mm diameter welded steel pipe, 11 450m long).
  - ii. Pipeline 2 (450mm diameter welded steel pipe, 18 666m long).
  - iii. Pipeline 3 (250mm diameter PVC and steel pipe, 888m long).
  - iv. 112 concrete valve chambers.
  - v. Ga Malekana off take (Chamber)
  - vi. Schoornoord off take (Chamber)
  - vii. 25MI Concrete Reservoir in Jane Furse
  - viii. Interim connection from pipeline to old Jane Furse reservoirs
  - ix. Two reinforced concrete and brick pump stations.
  - x. Six high lifts pumps and electrical motors.
  - xi. Bulk Electrical supply to Pumpstations
  - xii. Electrical control panels, switchgear and four transformers for the two pump station
  - xiii. SCADA

**Scope of work**

- a. Determine the compliance with Occupational Health and Safety Act
- b. Determine the remaining useful life of assets
- c. Determine the long-term System integrity and/or sustainability.
- d. Validation of the execution of renewals/upgrades programme and obsolescence
- e. Verification of As-Built modifications records for selected assets.
- f. Verification of data integrity and determine the data generation capabilities.
- g. CCTV pipe inspection
- h. Derive the cost to implement the outcome of the report
- i. Commission the infrastructure

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**Project Milestones Execution Plan Stages of Execution Description Key Milestones Key Reports**

Project stages as outlined in the process below have been identified for project execution. The Service Provider must propose an approach that will result in effective execution of the project

**TABLE 9**

<b>Table 1: Project Milestones Execution Plan Stages of Execution</b>	<b>Description</b>	<b>Key Milestones</b>
Stage 0	Mobilisation	Project Execution Plan
Stage 1	Desktop Study	Preliminary desktop Audit Report
Stage 2	Visual System Inspections	Draft Audit Report
Stage 3	Filling pipeline with water to identify possible leaks and areas of concern	Interim Audit Report
Stage 4	Specialist surveys ie CCTV pipeline survey	CCTV Survey report
Stage 5	Final audit and scoping report for completion and commissioning of the infrastructure	Scoping Report
Stage 6	Design stage	Design Report and specifications
Stage 7	Procurement stage for contractor/s	Procurement plan, tender documentation, Schedule of quantities, specifications, drawings
Stage 8	Construction stage	Completion of construction and testing of infrastructure
Stage 9	Close Out and Commissioning	Project Close Out Report, as-builts and commissioning

The deliverables associated with each milestone as described in the sections below are provided as a guideline only. The Service Provider must, based on his experience and good industry practice, provide a list of deliverables necessary for the successful execution of this project. In delivering this project the Service Provider must apply the Project Management Book of Knowledge (“PMBOK”).

Project execution plan (PEP): Upon appointment, the successful Service Provider will be required to produce a Project Execution Plan which shall describe the execution strategy for the audit; based on the agreed scope of works, the associated deliverables, and international best practice. The PEP which shall be submitted for approval shall include, but not limited to:

- a) Project Description
- b) Project Responsibilities
- c) Contract Administration Plan
- d) Schedule Management Plan
- e) Cost Management Plan (cost, foreign exchange + contingency)
- f) Project Risk Management Plan (to include continuous risk reduction process to be implemented)
- g) Project Execution Systems Plan
- h) Audit Programme / Audit Plan
- i) Audit Criteria

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

- j) Audit Methods / Methodology per asset group
- k) Scope and Change Management Plan
- l) Interface and Integration Management Plan
- m) Project Performance Management
- n) Project Communication Management
- o) Project Quality Management Plan
- p) Project Stakeholders Management
- q) Health and Safety Management Plan
- r) Knowledge Management Plan
- s) Skills Transfer Plan to SDM and subcontracted entities
- t) Document Management / Control Procedures
- u) Project Reporting Calendar
- v) Supplier Development Plan
- w) Project Handover Plan

Draft Audit Report: This report shall comprehensively cover the condition of assets based on the physical state assessment (i.e. “as is report” without ratification from SDM). Parallel to producing this report, the Service Provider shall address the review comments from the preliminary audit report (where this is required). At this stage it shall be expected of the Service Provider to have resolved all project issues and as well received all approvals that may compromise project success. The associated deliverables shall be based on the assessment of documentation, reports, physical state assessment of assets and any available information and shall not be limited

The service provider shall provide adequate tools and machinery to perform the work as well as adequate personal protective equipment for their personnel.

Prior to applications for work permits being submitted; method statements, risk assessments, safe working procedures and safety plans shall be submitted and approved. This information would be required to determine the level of work permit required

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part C3: Scope of Work  
Engineering**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**SEKHUKHUNE DISTRICT MUNICIPALITY**

**Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

**C3.2 ENGINEERING**

**C3.2.1 STANDARDS AND CODES OF PRACTICE**

The Service Provider shall conduct this project in line with the following standards, and must procure these standards and make them available to the;<sup>1</sup>

- Guidelines for the provision of engineering services and amenities in residential township development by National Housing Board (Red book)
- Guideline for Human Settlement Planning and Design
- General Condition of Contract for construction works (2015) (Third Edition) by the South African Institution of Civil Engineers.
- Standardized Specification 719 as supplied by the South African Bureau of Standards
- GRAP 17: Generally Recognised Accounting Practice – Plant, Property and Equipment.
- ISO 19011: Guidelines for auditing management systems and other existing leading practices or standards. The following main elements of the project as per guidelines shall be incorporated: audit proposal/approach, execution plan/an audit programme.
- STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS
- SANS 1200 Standard Specifications for Civil Engineering Construction
- SANS 10142-1 (Edition 2)
- ISO/IEC 17025:2005 - General requirements for the competence of testing and calibration laboratories
- ISO 9000
- Specification and approval of welding procedures for metallic materials

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<sup>1</sup> The standards are not limited to the few that are listed herein

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **C4.2. COMMUNITY STAKEHOLDERS MANAGEMENT**

### **Community participation**

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councilor. The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour Intensive construction.
- recruit locally unskilled and skilled personnel

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
- Become involved in the daily operations of the contractor/ Engineers in support of the contract works to report back to broader stakeholder in community meetings

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor/ Engineer will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting.

The PSC members will receive a seating allowance for attending meetings and they must provide their own transportation to meeting venue. Each member will receive R300/ seating.

### **C.4.3. COMMUNITY LIAISON OFFICER**

During construction the contractor shall enter into an employment agreement with the appointed CLO

- a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.
- b) The CLO shall attend all site and other meetings concerning the project.

The contractor will pay a monthly salary to CLO for period of the contract maximum amount calculated as follows:

Wage per month = R 5000

\*Due to number of wards affected are more than one (1), the PSC and CLO may also be more than one structures on request by councillors.

C4.4. The Engineer is required to appoint **the Social Facilitator** for the project during. Social Facilitator will be contracted per phase of each project life cycle

**Part C3: Scope of Work  
Engineering  
Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.**

C4 Site Information

C4.1 LOCALITY PLAN

FIGURE 1: Ga Malekana WTW



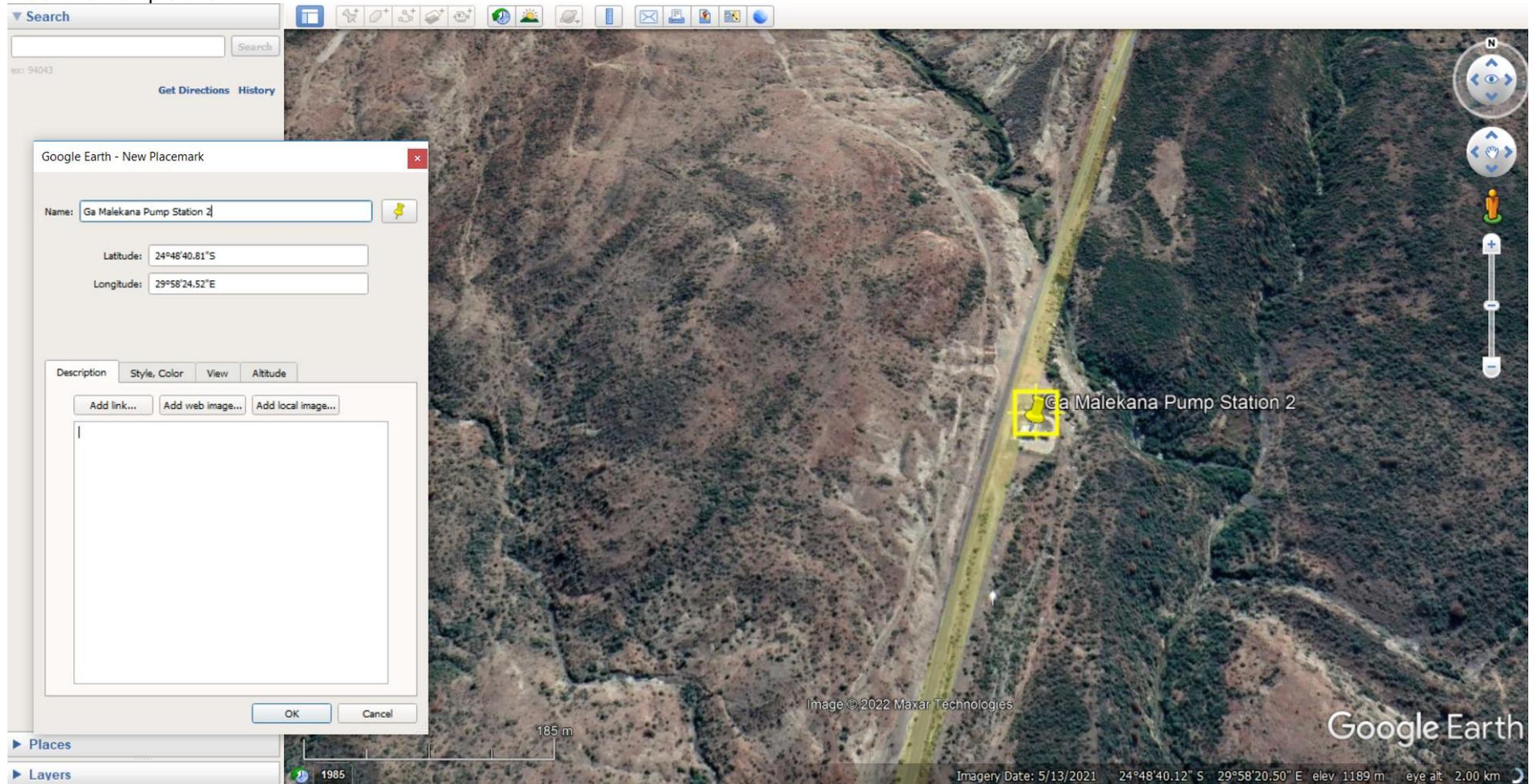
Part C3: Scope of Work  
Engineering  
Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

FIGURE 2: Pump Station 1



Part C3: Scope of Work  
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Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

FIGURE 3: Pump Station 2



Part C3: Scope of Work  
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Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

FIGURE 4: Schoonord Connector Line



Part C3: Scope of Work  
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Nebo Scheme – Ga Malekana to Jane Furse Reservoir Conditional Assessment of Asset and Commissioning of the works.

FIGURE 5: Jane Furse (25MI Reservoir)

