Invitation to bid

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| **YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE**  South African Nuclear Energy Corporation SOC Ltd |

|  |  |
| --- | --- |
| **BID NUMBER:** | FIN-SCM-TEN-0131 |
| **BID DESCRIPTION:** | Bid to appoint a suitable Contractor for the construction of waste disposal trenches at the Vaalputs National Radioactive Waste Disposal site in the region of Springbok |
| **CIBD REQUIREMENTS:** | CIDB GRADE 4 CE OR HIGHER  CONTRACTORS THAT HAVE GRADE 3 CE-PE ARE ALSO ELIGIBLE |
| **CLOSING DATE:** | 16 September 2025 |
| **CLOSING TIME:** | 11:00am |
| **BID VALIDITY PERIOD:** | 90 Days (Commencing the bid Closing Date) |
| **CLARIFICATION MEETING.** | A compulsory clarification meeting will be held on the 26 August 2025 at Vaal puts site in the Northern Cape close to Springbok. |
| **DELIVERY ADDRESS:** | **BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**  NECSA Gate 3  R104 Elias Motsoaledi Street (Church Street West Ext)  Pelindaba  Brits Magisterial District  Madibeng Municipality  Northwest  0240 GPS coordinates: S25º47’03.0” E027º56’38.8”  NB: The physical size of the Bid Response must be limited to 400mm x100mm x 150 mm as the Tender Box aperture cannot accommodate larger sizes. |
| **ENQUIRES:** | Mr. Buyani Nsibande  **Email**: [scm@necsa.co.za](mailto:scm@necsa.co.za)  **Tel:** +27 (0) 12 605 6072  Clarity seeking question must be sent before Clarification Meeting or at least three (3) working days before the closing date. |

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| --- |
| R355 |
| **N E C S A**  **PROJECT NO. BVi/35520/2025/01**  **CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**  **LOCALITY PLAN** |

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1. 1. Introduction
      1. Company Overview

The South African Nuclear Energy Corporation Limited (Necsa) is a state-owned public company (SOC), registered in terms of the Companies Act, (Act No. 61 of 1973), registration number 2000/003735/06.

The Necsa Group engages in commercial business mainly through its wholly-owned commercial subsidiaries: NTP Radioisotopes SOC Ltd (NTP), which is responsible for a range of radiation-based products and services for healthcare, life sciences and industry, and Pelchem SOC Ltd (Pelchem), which supplies fluorine and fluorine-based products. Both subsidiaries, together with their subsidiaries, supply local and global markets, earning valuable foreign exchange for South Africa and are among the best in their field in their respective world markets.

Necsa’s safety, health, environment and quality policies provides for top management commitment to compliance with regulatory requirements of ISO 14001, OHSAS 18001 and RD 0034 (Quality and Safety Management Requirements for Nuclear Installations), ISO 9001 and ISO 17025.

Necsa promotes the science, technology and engineering expertise of South Africa and improves the public understanding of these through regular communications at various forums and outreach programmes to the community. We are a proudly South African company continuously striving, and succeeding in many respects, to be at the edge of science, technology and engineering related to the safe use of nuclear knowledge to improve our world.

Necsa is currently also responsible for the operation and is the current licence holder of the Vaalputs national radioactive waste disposal site, about 100km from Springbok in the Northern Cape.

* + 1. Background

Vaalputs is a disposal site for Low Level Radioactive Waste. This waste is disposed in trenches on the site which are about 6-8m deep. Waste is disposed there since the 1990’s.

Routine waste is transported from Koeberg, Cape Town and Necsa, Pretoria to Vaalputs for disposal. As the existing open trenches are filled, further new trenches are prepared for further waste.

Vaalputs requires now an additional 2 trenches to be prepared. These are based on an existing design.

* 1. Purpose

This Invitation to Bid (ITB) aims to identify a suitable and capable CIDB registered Contractor (Grade 4CE or higher / 3CE-PE) to construct multiple “Waste Disposal Storage Trenches” to the required specification.

This document outlines the scope of works, the compulsory corporate information, the minimum project experience and qualifications by key project personnel, technical specifications, applicable legislative guidelines in addition to the schedules overall project execution plan that must be incorporated into each bid submission.

* 1. Scope Of contract
     1. Construction of 3 no. Waste Disposal Storage Trenches

A detailed “scope of works” including descriptions of the anticipated tasks and other information related to this contract is contained in “ANNEXURE A”.

* 1. CONTRACT DATA
     + 1. The General Conditions of Contract for Construction Works (3rd Edition 2015) prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za.](mailto:civilinfo@saice.org.za)
       2. Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer’s Agent and the Engineer.
       3. The Pro-formas bound with the General Conditions of Contract 2015, on pages 103-109 shall not apply to this Contract and shall be replaced with the proforma referring to in “APPENDIX D - Contract Specific Data”.
       4. The General Conditions of Contract 2004 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.
       5. The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the “ANNEXURE D - Contract Specific Data”. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
       6. The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.
     1. Additional Contract Conditions
        1. Additional works/services shall, as and when required by the Necsa, be requested from the Contractor through Work Order Packages.
        2. Respondents are therefore notified that their offer, if chosen, could be accepted in full or part thereof and that other suppliers may also be integrated into the offer.
        3. Given the uncertainty around health pandemics (i.e., Covid-19), and other extreme emergencies and the restrictions that these bring, the Contractor must have similar resources or suitable replacements in case their personnel are recalled from duty due to such circumstances.
        4. It will be expected of the Contractor to sign a Non-Disclosure agreement with The Employer that will also provide protection for information, data, know-how, etc.
  2. Contents Of The BID Submission

The Bid Submission must contain the following sections with the required information as defined below.

* + 1. SECTION 1: EXECUTIVE SUMMARY

In this section, the respondent will give an executive summary of their proposal.

* + 1. SECTION 2: COMPANY OVERVIEW, CAPABILITIES AND PREVIOUS EXPERIENCE

The purpose of Section 2 is to capture the general information related to your company to enable Necsa to have an overview of your operating structure, skills profile, demographics, financial standing, BBBEE position and, very importantly, previous experience in performing similar work and key personnel (as per Section 4 above).

* + 1. SECTION 3: SCOPE OF PROJECT

In this section, the respondent will give an overview of the project scope. It is important for Necsa to get your view of understanding the project scope and the challenges and risks associated with the envisaged scope of work.

* + 1. SECTION 4: WORK EXECUTION PROPOSAL

The bidder should provide a technical proposal or methodology of consultation with all relevant stakeholders and authorities on their area of work, which is in line with the scope of work. The bidder is required to respond to the entire scope of work, including work intended to be sub-contracted.

* + 1. SECTION 5: PRICE BREAKDOWN

The following price breakdown table must be completed for the contemplated scope of work you plan to undertake.

* + - 1. Pricing Assumptions:
         1. It is assumed that all resources will be paid in RSA currency. No provision is currently made for foreign currency exposure.
         2. The project duration is estimated to be 6 months. The actual duration will be confirmed at appointment of the successful bidder.

Notes:

1. Prices are inclusive of VAT.

2. All prices will remain fixed for the first 12 months of the contract period, thereafter, the applicable rate will be adjusted in accordance with the applicable index as determined in the contract.

3. No other price adjustments shall be allowed under the contract. No quantities are guaranteed.

4. The Contractor shall at its own expense comply with the Basic Conditions of Employment Act No. 75 of 1997. The Contractor indemnifies the Employer against any claims, proceedings, compensation and cost arising from the Contractor’s transgression of the Act.

5. No work no pay will apply in all instances.

6. Rates and prices are to be inclusive of all costs to provide the service as defined in the Scope.

* + 1. SECTION 6: PROJECT MANAGEMENT

In this section, the respondent will give an overview of the project management structure it will implement to execute the project and to interact with Necsa and BVI who is the appointed principle contractor.

* + 1. SECTION 7: PROJECT SCHEDULE

The bidder should submit project schedule with the key activities/deliverables showing critical path and authority timeframes. Potential risks to the project timeframes should be listed with possible solutions in a summary to the project schedule.

* + 1. SECTION 8: GENERAL FEEDBACK

The ITB has been structured to capture the supplier information such that Necsa has an overall indication/representation of the supplier’s capabilities related to the entire scope of the project. However, in this section we would appreciate your feedback (that is, comments, remarks, suggestions, items you would have liked further clarification on etc.) on this ITB, to be captured.

* + 1. SECTION 9: COMPANY QUALITY POLICY

The bidder shall submit its company Health, Safety and Environmental (SHE) Policy with the bid.

* + 1. SECTION 10: BID COMPULSORY RETURNABLES

In this section, the respondent will list all the compulsory returnable documents and attached them as Appendices to the respondent’s submission. Appendix E details the applicable documents.

* + 1. BILL OF QUANTITIES
       1. The amount invoiced is the total amount on completion and acceptance of all work stages as summarised in the sample table below and their deliverables. A detailed Bill of Quantities including the relevant construction works items is provided in “ANNEXURE B”.

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS: (A & B– Type Trenches)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SUMMARY** | | **Page No.** |  | **Amount** | |
| **R** | **c** |
| A | PRELIMINARY AND GENERAL | 26 |  |  |  |
| B | 1 x TYPE A TRENCHES | 27 – 27 |  |  |  |
| C | 1 x TYPE B TRENCHES | 28 – 28 |  |  |  |
| **SUB-TOTAL** | | R |  |  |  |
| **\* CONTINGENCIES** | | | | | |
| Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required. | | | R |  |  |
| **TOTAL INCLUDING CONTINGENCIES** | | | R |  |  |
| **VALUE ADDED TAX** | | | | | |
| ADD: VAT at the rate of 15% | | | R |  |  |
|  | | | | | |
| **TOTAL Carried to Annexure E.1 “Form of Offer and Acceptance”** | | | R |  |  |
| **CONTRACT PERIOD :…………………………WEEKS**  **\* Amount allowed for the use of the Engineer only.** | | | | | |
| Contractor Date | | | | | |

**Note**:\* Bidders may elect to add or remove activities on the table as and when they deem necessary**.**

* + - 1. Orientation and medical costs for personnel are borne by the Contractor. One (1) day should be allowed for the required site induction and training for all contractor workers who will enter the Vaalputs site.
  1. Applicable Necsa Policies
     1. The following Necsa policies must be adhered to:

|  |  |
| --- | --- |
| SHEQ-INS-0100 | Necsa General Safety, Health and Environmental Policy. |
| SHEQ-INS-0102 | Necsa Alcohol and Drug Policy. |
| FIN-SCM-PRO-0014 R5 | Procedure for Necsa’s Supply Chain Management Process. |
| VLP-HSS-001 | Health and Safety specification for construction work at Vaalputs |
| VLP-PLN-005 | Fall protection Procedure for Vaalputs |

* + 1. Applicable Necsa Procedures (to be supplied upon contract award)

|  |  |
| --- | --- |
| SHEQ-INS-0001 | Necsa SHEQ manual |
| SHEQ-INS-0104 | Overview of Necsa’s SHEQ compliance assurance process |
| SHEQ-INS-0200 | Necsa quality policy |
| SHEQ-INS-4130 | Safety, health, environment, and quality |
| SHEQ-INS-5450 | SHE Requirements for Contractors |

* + 1. Requirements to Access VAALPUTS Site
       1. Access to the Vaalputs site for tenderers are restricted to enter only areas as guided by the Necsa personnel. No access will be allowed to the applicable radiological area on site.
       2. Access to any other area will only be allowed when escorted by Necsa staff that is conversant in the security and safety requirements and conditions of the specific area.
       3. Nobody will be allowed to enter the site if they are not in possession of a valid identification documents.
    2. Emergencies, Incidents, Accidents
       1. If any emergency situation, incident, accident or injury occurs the Vaalputs identified personnel should be contacted. Details shall be provided on appointment.
       2. Emergency exercises and site alarm tests are conducted from time to time to ensure full preparedness of all Necsa staff. The site wide announcement will clearly state this is an exercise/test.
       3. Everyone, including visitors, is required to follow emergency instructions. Your site host will explain the details during the compulsory briefing session.
    3. Necsa Requirements for Quality
       1. The bidder shall submit its company Quality Policy with its bid. It shall reflect the intention to submit a Quality Plan for ensuring all deliverables comply with the bid specifications.
    4. Necsa Requirements for Project SHEQ
       1. Necsa’s SHEQ Project Approval Process prescribes that all planned projects or project phases be assessed for compliance with Necsa’s SHEQ requirements (SHEQ-INS-0823).
    5. Confidentiality
       1. The signing of Necsa’s Confidentiality agreement will only be required if information of a confidential nature are provided to the bidders. Normally this is only required on entering into the contract, which is not part of the bid specification.

1. 1. Instruction to Bidders
      1. General
         1. Bidders must familiarise themselves with and comply with the mandatory requirements and ensure their availability for site visits and presentations, as required, on the appropriate dates.
      2. Bidder Information
         1. The required information on the bidder must be completed as stipulated in Section 11. Failure to do so may result in disqualification.
         2. Bidder to provide solvency statement signed by a qualified authority that the financial position of the bidder is sound and that the company will be able to mobilise the required resources for the execution of this contract.
         3. The successful bidder shall demonstrate to Necsa that adequate pre-employment screening, including security screening, was performed on their employees/sub-contractors (staff).
         4. The pre-employment screening shall as a minimum be able to:
            1. Authenticate that staff are who they claim to be.
            2. Confirm that staff have a right to work in the RSA.
            3. Obtain declaration from staff of any criminal record; and
            4. Confirm that staff possesses the relevant qualifications to undertake the duties effectively and safely.
         5. The successful bidder shall deploy competent staff, supervision and labour who are appropriately experienced and trained for the work they are to undertake.
         6. Necsa and its representatives may seek formal assurance to this effect (including a formal audit) at any time during the contract period.
      3. Consortium
         1. Bidders forming part of a Consortium must submit with their bid a copy of their Consortium agreement in a separate attachment. This must clearly indicate:
            1. The form of agreement.
            2. The respective roles and responsibilities of the members.
            3. The identity of the lead company which will have the overall project responsibility.
            4. The name and address of the officer acting as the single point of contact for all communications between NECSA and the tenderers. He shall be fully empowered to act on behalf of all members; and
            5. The member’s agreement to be jointly and severally liable to NECSA for the performance of the contract.

* + 1. Sub-contracting
       1. Bidders must detail any work to be sub-contracted, and the proposed sub-contractor(s) to be used.
       2. Necsa reserves the right to reject the use of any of the bidder’s proposed subcontractors and any subcontractor proposed during the contract term.
       3. Bidders are advised that Necsa will not respond to any direct approach from potential sub-contractors for details in respect of any particular item in this bid.
    2. Necsa’s Bidding Rights
       1. Necsa reserves the right to:
          1. Extend the closing date.
          2. Verify any information contained in a proposal.
          3. Request documentary proof regarding any bid issue.
          4. Give preference to locally manufactured goods or locally sourced services.
          5. Issue follow-up or supplementary questions during the response period or after receipt of tenders.
          6. Make known to all bidders any questions submitted by a bidder including commercial and technical clarifications, together with the answers given to any individual bidder, if it is considered to be relevant to the tender; and
          7. Cancel or withdraw this request for tender as a whole or in part.
       2. Evaluating Authorities’ part of the evaluation process NECSA may require bidders to arrange and/or participate in one or more of the following:
          1. Interviews with, or written references from, nominated reference.
          2. Reference site visits to the location(s) of nominated reference; and
          3. Interviews with bidder personnel who would be involved in the contract execution (day-to-day operations of the site).
       3. Negotiate with the bidders.
    3. Bidding Process
       1. Bidders must familiarise themselves with and comply with the procurement timetable and ensure their availability for the site visit and presentations, as required, on the appropriate dates. Necsa is unlikely to be able to offer much flexibility to this timetable.
       2. Bidders are required to:
          1. Respond in the English language.
          2. A cover letter on the bidders company letterhead with clear reference to the title of the bid must accompany both the technical and pricing proposals;
          3. All copies of the tender response must have signatures on the Declaration of Compliance to the Necsa Contact Person;
          4. Ensure that all document attachments are clearly marked and bound in a clear, logical and well-marked format with a table on context ensuring ease of finding individual documents or sections; and
          5. The original document must be signed in black ink by an authorised person, agent or representative and each and every page of the bidding documents shall contain the initials of the same signatory.
       3. All costing and information must be typed and signed by the bidder, no hand written costing/pricing will be accepted.
       4. All bids in this regard shall be accepted if they have been placed in the tender box by the closing date stipulated. Late bid submissions will not be considered.
    4. Bid Submission Requirements
       1. Bidders must submit their responses and all supporting documents in properly labelled and sealed envelopes clearly as follows:
          1. Technical Proposal – Envelope One must include:

|  |
| --- |
| a set of Three (3) hard copies (one (1) original and two (2) copies) and one (1) electronic copy (on disk or memory stick).  **No pricing information must be included in Envelope One.** |

* + - * 1. Pricing Proposal – Envelope Two must include:

|  |
| --- |
| a set of one (1) hard copy and one (1) electronic copy (on disk or memory stick).  **All compulsory returnable documents must be included in Envelope Two.** |

* + - 1. No proposal shall be accepted by Necsa if submitted in any manner other than as prescribed above.
      2. Content of BID Proposal

☐ Section 1 - Executive summary.

☐ Section 2 - Company overview, capabilities and previous experience.

☐ Section 3 – Project scope

☐ Section 4 – Work Execution Proposal

☐ Section 5 - Price Breakdown. (Pricing Proposal - Envelop Two)

☐ Section 6 – Project Management

☐ Section 7 – Project Schedule

☐ Section 8 – General Feedback

☐ Section 9 – Company Quality Policy

☐ Section 10 – Compulsory returnable **(Pricing Proposal - Envelope Two)**

1. ELIGILIBILITY REQUIREMENTS
   1. Pre-qualification Criteria
      * 1. Non-compliance to the following pre-qualification criteria will result in automatic disqualification:

| **Item** | **Requirement** | **Yes/No** |
| --- | --- | --- |
| 1 | Bidder company information (Section 11) |  |
| 2 | Valid/Compliant Central Supplier Database Summary Report (CSD) for South African based companies. |  |
| 3. | Provide CIDB grading 4CE or higher / 3CE-PE |  |

* 1. Functional Evaluation Criteria and Selection Process

The bid submissions are to be evaluated according to the functional evaluation criteria set out in this section.

* + 1. Phase 1: Functional Evaluation
       1. Bids will be evaluated according to the bid evaluation criteria stipulated in the bid document.
       2. Bidders must as part of their bid document submit supportive documentation for all the functional requirements as indicated hereunder. The bids will be evaluated and scored based on the submission and information provided.
       3. The scoring and the percentage weighting scores for each of the functionality evaluation areas is as follows:

|  |  |  |
| --- | --- | --- |
| **Functionality Evaluation Area** | **Weighting %** |  |
| **Company Experience**  (bidders to submit reference letters) | 40 | Bidder has executed and completed similar projects to scope of work with a minimum of 4 references with projects involving radiological facilities = 40 |
| Bidder has executed and completed similar projects to scope of work with a minimum of 2 references =20 |
| Bidder has executed and completed similar projects to scope of work with a minimum of 1 and 0 references =0 |
| **Project team**  Bidders are to provide details of key personnel and their proposed functions. Key personnel are those who will play an essential role in the contract. These include the persons responsible for managing the contract, co-ordinating the engineering, discipline lead engineers, subject matter experts and management of the construction monitoring phase where relevant.  Include a description of their proposed project team; employees who will be involved in providing the Deliverables.  For each project team member, the bidder should include: project role; project responsibilities; and resumes/CV demonstrating the qualifications for resources’ proposed roles | 30 | No project team submitted = 0 |
| Project team submitted but project roles and responsibilities are not outlined and/ no qualifications and certifications has been attached =15 |
| Project team submitted and it meets all the requirements = 30 |
| **Project Schedule**  The bidder must provide the detailed project schedule clarifying the implementation approach and specify the timelines | 30 | Timelines in the project schedule indicate completion within four (04) months =30 points |
| Timelines in the project schedule indicate completion within five to seven months = 15 points |
| Timelines in the project schedule indicate completion beyond seven months = 0 |

* + - 1. ***Note: Bidders that score less than 80 out of a 100 in respect of Technical / Functional Evaluation Criteria will be regarded as submitting a non-responsive bid and will not be evaluated further.***
  1. Evaluation in Terms of Price
     1. Preference points and Price Evaluation Criteria
        1. Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system.
     2. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
        1. 5.4.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

* + - 1. The following table must be used to calculate the score out of 20 for specific goal:

|  |  |  |
| --- | --- | --- |
| Specific goals | Points | Documents to be submitted |
| Historically disadvantaged by unfair discrimination on the basis of race | 10 | BBBEE cert showing at least 51 percent black ownership |
| Historically disadvantaged by unfair discrimination on the basis of gender | 8 | BBBEE cert showing at least 30 percent women ownership |
| Historically disadvantaged by unfair discrimination on the basis of disability | 2 | A doctor’s note confirming  disability |

* + - 1. A tenderer must submit proof of its B-BBEE status level of contributor as well as the DR’s note to confirm disability (Specific goal).
      2. A tenderer failing to submit proof of specific goal, may not be disqualified, but:
         1. May only score points out of 80 for price; and
         2. Score 0 points out of 20 for specific goal.
      3. The points scored by a tenderer for a specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
      4. Subject to sub regulation 4(4), the contract must be awarded to the tenderer scoring the highest points.
      5. If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
      6. The organs of state may:
         1. Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
         2. If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
         3. If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender; or
         4. If a market-related price is still not agreed the organ of state must cancel the tender.
    1. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
       1. The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

* + - 1. The following table must be used to calculate the points out of 10 for specific goal:

|  |  |  |
| --- | --- | --- |
| Specific goals | Points | Documents to be submitted |
| Historically disadvantaged by unfair discrimination on the basis of race | 5 | BBBEE cert showing at least 51 percent black ownership |
| Historically disadvantaged by unfair discrimination on the basis of gender | 3 | BBBEE cert showing at least 30 percent women ownership |
| Historically disadvantaged by unfair discrimination on the basis of disability | 2 | A doctor’s note confirming  disability |

* + - 1. A tenderer must submit proof of its B-BBEE status level of contributor as well as a Dr’s note to confirm disability.
      2. A tenderer failing to submit proof of B-BBEE status level of contribution (specific goal) as well as the DR’s note or is a non-compliant contributor of B-BBEE may not be disqualified, but:
         1. May only score points out of 90 for price; and
         2. Scores 0 points out of 10 for specific goals.
      3. The points scored by a tenderer for specific goal must be added to the points scored for price
      4. The points scored must be rounded off to the nearest two decimal places.
      5. Subject to sub regulation 5(4), the contract must be awarded to the tenderer scoring the highest points.
      6. If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
      7. The organs of state may:
         1. Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender.
         2. If the tenderer does not agreed to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
         3. If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the renderer scoring the third highest points or cancel the tender; and
         4. If a market-related price is still not agreed the organ of state must cancel the tender.

1. 1. Returnable Documents Checklist

Please indicate that all mandatory documents are included in this bid by ticking the boxes in the checklist below. Responses received without all required documents will be considered invalid. Please also indicate where additional documents have been submitted to the main tender response.

* + 1. Mandatory Documents
       1. ☐ Bidder’s Information (Section 11).
       2. Schedule 1 to 13 (attached to this document )
       3. General conditions of contract works 3rd edition 2015
       4. ☐ Original good standing letter from SARS (Tax clearance) OR a letter from SARS with PIN number issued for TAX compliance status.
       5. ☐ If a Consortium, Joint Venture or Sub-contractor, a valid Tax Clearance Certificate for each member.
       6. ☐ Compensation for Occupational Injuries and Diseases Act (COIDA).
    2. Price
       1. ☐ Price Breakdown.
    3. Compliance Documents
       1. ☐ SBD 1 Invitation to Bid.
       2. ☐ SBD 3.3 Pricing Schedule – Professional Services.
       3. ☐ SBD 4 Declaration of Interest.
       4. ☐ SBD 6.1 Preference points claim form in terms of the preferential procurement regulations 2022.
       5. ☐ SBD 7.1 Contract Form –Goods.
       6. ☐ Necsa Terms and Conditions of Contract.
       7. ☐ Necsa Alcohol and Drug Control Policy.
       8. ☐ Necsa Safety, Health and Environmental Policy.
       9. ☐ Health And Safety Specification for construction work at Vaalputs

* 1. Bidder Information

The following information must be completed. Failure to do so may result in disqualification.

|  |  |
| --- | --- |
| **BIDDER INFORMATION** | |
| Bidder Name: |  |
| Registration Number: |  |
| VAT Registration Number: |  |
| Bidding Structure (Individual, Joint Venture, Consortium, Sub-contractors) |  |
| Contact Person: |  |
| Telephone Number: |  |
| Fax Number: |  |
| Email Address: |  |
| Postal Address: |  |
| Physical Address: |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HAS A TAX CLEARANCE AND PIN BEEN SUBMITBED?** | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |
|  | | | | | | | | |
| **HAS A VALID BBBEE CERTIFICATE BEEN SUBMITBED?** | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |

If bidding as a Joint Venture, Consortium or Sub-Contractors, complete the following company information.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of Company (1):** | | | | | | | | | |
| Registration Number: |  | | | | | | | | |
| VAT Registration Number: |  | | | | | | | | |
| Contact Person: |  | | | | | | | | |
| Telephone Number: |  | | | | | | | | |
| Fax Number: |  | | | | | | | | |
| Email Address: |  | | | | | | | | |
| Postal Address: |  | | | | | | | | |
| Physical Address: |  | | | | | | | | |
| **HAS A TAX CLEARANCE AND PIN BEEN SUBMITBED?** | | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |
|  | | | | | | | | | |
| **HAS A VALID BBBEE CERTIFICATE BEEN SUBMITBED?** | | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |
| **Name of Company (2):** | | | | | | | | | |
| Registration Number: |  | | | | | | | | |
| VAT Registration Number: |  | | | | | | | | |
| Contact Person: |  | | | | | | | | |
| Telephone Number: |  | | | | | | | | |
| Fax Number: |  | | | | | | | | |
| Email Address: |  | | | | | | | | |
| Postal Address: |  | | | | | | | | |
| Physical Address: |  | | | | | | | | |
| **HAS A TAX CLEARANCE AND PIN BEEN SUBMITBED?** | | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |
|  | | | | | | | | | |
| **HAS A VALID BBBEE CERTIFICATE BEEN SUBMITBED?** | | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |

|  |  |
| --- | --- |
| **Name of Company (3):** | |
| Registration Number: |  |
| VAT Registration Number: |  |
| Contact Person: |  |
| Telephone Number: |  |
| Fax Number: |  |
| Email Address: |  |
| Postal Address: |  |
| Physical Address: |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **HAS A TAX CLEARANCE AND PIN BEEN SUBMITBED?** | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |
|  | | | | | | | | |
| **HAS A VALID BBBEE CERTIFICATE BEEN SUBMITBED?** | | | **Yes** | |  | **No** | |  |
|  | | | | | | | | |
| **IF YES, PLEASE INDICATE THE EXPIRY DATE** | **D** | **D** | **M** | **M** | **Y** | **Y** | **Y** | **Y** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE AND CORRECT.  I FURTHER ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. | | | | |
|  | |  |  | |
| **SIGNATURE OF BIDDER (DULY AUTHORISED)** | |  | **DATE** | |
|  |  | | |  |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | | |

DETAILED SCOPE OF WORKS

**Construction of Waste Disposal Storage Trenches:**

* + 1 x A – Type Trenches with access Ramp.
  + Excavation has an estimated total volume of material = 3350m3.
  + 1 x B- Type Trenches with access Ramp.
  + Excavation has an estimated volume of material = 3050 m3

***Note***

This portion of the work will consist of:

* + Site Clearance.
  + Total volume removal of 6400m³ in the following material at storage trenches:
    - topsoil,
    - barren/calcrete,
    - clay.
  + Slope floor of the storage trench to the prescribed 1% gradient.
  + Excavation of drainage trenches to a 1% gradient as indicated on the drawings.
  + Trimming of vertical walls to prescribed slopes.
  + Construction of Stormwater Berms at entrance of access Ramp.
  + Placing of layers of topsoil on shoulders.
  + The various excavated material should be transported and dumped, at the dedicated spoil site provided by NECSA. The spoil sites are within 5km from the construction site.
  + The various excavated material should be neatly finished and dumped on different stockpiles.
  + Compliance with the Health and Safety plan on site which must comply with the Health and Safety specifications SHEQ-INS-5450 and VLP-HSS-001.

**Description of the site and access**

* + Vaalputs is situated approximately 105 kilometres from Springbok on the Gamoep route. Access can be granted to the private road of NECSA via the Main Road which leads to the administrative buildings and site where the construction activities will be executed.
  + The Tenderer/Contractor will use these routes on their own risk and NECSA shall not be liable for any damages caused.

BILL OF QUANTITIES

**NECSA**

**PROJECT NO: 35520/2025/01**

CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS: (1 x A & 1 x B– Type Trenches)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SUMMARY** | | **Page No.** |  | **Amount** | |
| **R** | **c** |
| A | PRELIMINARY AND GENERAL | 26 |  |  |  |
| B | 1 x TYPE A TRENCHES | 27 – 27 |  |  |  |
| C | 1 x TYPE B TRENCHES | 28 – 28 |  |  |  |
| **SUB-TOTAL** | | R |  |  |  |
| **\* CONTINGENCIES** | | | | | |
| Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required. | | | R |  |  |
| **TOTAL INCLUDING CONTINGENCIES** | | | R |  |  |
| **VALUE ADDED TAX** | | | | | |
| ADD: VAT at the rate of 14% | | | R |  |  |
|  | | | | | |
| **TOTAL Carried to Annexure E.1 “Form of Offer and Acceptance”** | | | R |  |  |
| **CONTRACT PERIOD :…………………………WEEKS**  **\* Amount allowed for the use of the Engineer only.** | | | | | |
| Contractor Date | | | | | |

***35520/2025/01: NECSA VAALPUTS***

Section A: Construction of Waste Disposal Trenches in Vaalputs - (A + B- Type Trench)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| **A** | **SANS 1200A** | **PRELIMINARY AND GENERAL** |  |  |  |  |
|  |  |  |  |  |  |  |
| **A1** | **8.3** | **SCHEDULED FIXED-CHARGE ITEMS**  **AND VALUE-RELATED ITEMS** |  |  |  |  |
|  |  |  |  |  |  |  |
| A1.1 | 8.3.1 | Contractual Requirements | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A1.2 | 8.3.2 | Establishment of facilities on site | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A1.3 | 8.3.3 | Other fixed-charge obligations | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A1.4 |  | Provision of accident insurance | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A1.5 | ANNEXES | Compliance to the OHS Act | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A1.6 | 8.3.4 | Removal of site establishment | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| **A2** | **8.4** | **SCHEDULED TIME-RELATED ITEMS** |  |  |  |  |
|  |  |  |  |  |  |  |
| A2.1 | 8.4.1 | Contractual requirements | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.2 | 8.4.2 | Operation and maintenance of facilities on  site for duration of construction. | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.3 | 8.4.3 | Supervision for duration of construction. | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.4 | ANNEXES | Site and Safety meeting | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.5 | 8.4.4 | Company and head office overheads | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.6 | 8.4.5 | Other time-related obligations | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.7 |  | Maintenance of accident insurance | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.8 |  | Arrangements for access to site | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.9 |  | Preservation of the OHS Act | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.10 | PSAB 4.1 | Provision of survey equipment on site |  |  |  |  |
|  |  |  |  |  |  |  |
| A2.10.1 |  | Levelling instrument | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.10.2 |  | Levelling staff | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| A2.10.3 |  | 100m Measuring Tape | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| **A3** |  | **NECSA COMPLIANCE** |  |  |  |  |
|  |  |  |  |  |  |  |
| A3.1 |  | Provide all the documents to comply with  Necsa conditions | Sum | 1.00 |  |  |
|  |  |  |  |  |  |  |
| A3.2 |  | Training of Site staff | days | 4.00 |  |  |
| Total Carried Forward to Summary | | | | |  |  |

***35520/2025/01: NECSA VAALPUTS***

Section B: Construction of Waste Disposal Trenches in Vaalputs - (A - Type Trench)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
| **B** |  | **EARTHWORKS AND EXCAVATION** |  |  |  |  |
|  |  |  |  |  |  |  |
| B1 | **SANS**  **1200C** | **SITE CLEARANCE** |  |  |  |  |
|  |  |  |  |  |  |  |
| B1.1 | SANS 1200C | Clear vegetation until a depth of 150mm and  the removal of unsuitable material. | m² | 1,650 |  |  |
|  |  |  |  |  |  |  |
| B2 | SANS 1200  D | **EXCAVATION** |  |  |  |  |
|  |  |  |  |  |  |  |
| B2.1 |  | Supply all labour, equipment and machinery for excavation in all materials and the loading and transportation of the material within 1km  to the proposed dumping site. | m³ | 3,350 |  |  |
|  |  |  |  |  |  |  |
| B2.2. | DWG 35520- 170/171-01 | Restricted excavation for drainage trench 445mm X 300mm as per drawing. | m | 35 |  |  |
|  |  |  |  |  |  |  |
| B2.3 |  | Extra over for item B2.1 |  |  |  |  |
|  |  |  |  |  |  |  |
| B2.4 | C.2.5.13 | Soft Rock | m³ | 1,350 |  |  |
|  |  |  |  |  |  |  |
| B2.5 | C.2.5.13 | Intermediate material | m³ | 1,340 |  |  |
|  |  |  |  |  |  |  |
| B2.6 | C.2.5.13 | Hard Rock | m³ | 670 |  |  |
|  |  |  |  |  |  |  |
| B2.7 |  | Transport of material further than 1 km | m³km | 3,350 |  |  |
|  |  |  |  |  |  |  |
| B2.8 | C.2.5.12 | Finishing and trimming of trenches to  prescribe gradients and slopes | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
| B3 |  | **DRAINAGE** |  |  |  |  |
|  |  |  |  |  |  |  |
| B3.1 | DWG 35520- 170/171-01 | Finishing of bottom and drainage channels as per drawing | m² | 230 |  |  |
|  |  |  |  |  |  |  |
|  |  | Supply all labour, equipment and machinery for the installation of the 38mm stone as per drawing Contractor from Commercial  Source |  |  |  |  |
|  |  |  |  |  |  |  |
| B3.2 |  | Drainage trench | m³ | 8 |  |  |
|  |  |  |  |  |  |  |
| B3.3 |  | Bottom of drainage trench (200mm Thick) | m³ | 40 |  |  |
|  |  |  |  |  |  |  |
| B5 | DWG 35520-  170/171-01 | **CONSTRUCTION OF BERMS** |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  | Supply all labour, equipment and machinery  for the installation of Berms as per drawing | m³ | 25 |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total Carried Forward | | | | |  | 0.00 |

***35520/2025/01: NECSA VAALPUTS***

Section C: Construction of Waste Disposal Trenches in Vaalputs - ( B - Type Trench)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM  NO | PAYMENT | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|  |  |  |  |  |  |  |
| **C** |  | **EARTHWORKS AND EXCAVATION** |  |  |  |  |
|  |  |  |  |  |  |  |
| **C1** | **SANS**  **1200C** | **SITE CLEARANCE** |  |  |  |  |
|  |  |  |  |  |  |  |
| C1.1 | SANS 1200C | Clear vegetation until a depth of 150mm and  the removal of unsuitable material. | m² | 1,475 |  |  |
|  |  |  |  |  |  |  |
| C2 | SANS 1200  D | **EXCAVATION** |  |  |  |  |
|  |  |  |  |  |  |  |
| C2.1 |  | Supply all labour, equipment and machinery for excavation in all materials and the loading and transportation of the material within 1km  to the proposed dumping site. |  | 3,050 |  |  |
|  |  |  |  |  |  |  |
| C2.2 | DWG 35520-  170/171-02 | Restricted excavation for drainage trench  445mm X 300mm as per drawing. | m | 15 |  |  |
|  |  |  |  |  |  |  |
| C2.3 |  | Extra over for item C2.1 |  |  |  |  |
|  |  |  |  |  |  |  |
| C2.4 | C.2.5.13 | Soft material | m³ | 1,220 |  |  |
|  |  |  |  |  |  |  |
| C2.5 | C.2.5.13 | Intermediate material | m³ | 1,220 |  |  |
|  |  |  |  |  |  |  |
| C2.6 | C.2.5.13 | Hard Rock | m³ | 610 |  |  |
|  |  |  |  |  |  |  |
| C2.7 |  | Transport of material further than 1 km | m³km | 3,050 |  |  |
|  |  |  |  |  |  |  |
| C2.8 | C.2.5.12 | Finishing and trimming of trenches to  prescribe gradients and slopes | Sum | 1 |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| C3 |  | DRAINAGE |  |  |  |  |
|  |  |  |  |  |  |  |
| C3.1 | DWG 35520- 170/171-02 | Finishing of bottom and drainage channels as per drawing | m² | 150 |  |  |
|  |  |  |  |  |  |  |
|  |  | Supply all labour, equipment and machinery for the installation of the 38mm stone as per drawings Contractor from Commercial  Source |  |  |  |  |
|  |  |  |  |  |  |  |
| C3.2 |  | Drainage trench | m³ | 3,5 |  |  |
|  |  |  |  |  |  |  |
| C3.3 |  | Bottom of drainage trench (200mm Thick) | m³ | 35 |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| C4 | DWG 35520-  170/171-02 | **CONSTRUCTION OF BERMS** |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  | Supply all labour, equipment and machinery for the installation of Berms as per drawing | m³ | 10 |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total Carried Forward to Summary | | | | |  | 0.00 |

***35520/2025/01: NECSA VAALPUTS***

Construction of Waste Disposal Trenches in Vaalputs

**SUMMARY OF SECTIONS**

**SECTION DESCRIPTION AMOUNT R**

* 1. PRELIMINARY AND GENERAL 0.00
  2. A-TYPE TRENCHES 0.00

C B-TYPE TRENCHES 0.00

Total Carried Forward to Summary of Schedules

PROJECT SPECIFICATIONS

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

PROJECT SPECIFICATIONS

VARIATION AND ADDITIONAL CLAUSES TO THE STANDARD SPECIFICATION LISTED IN THE LIST OF SPECIFICATIONS

PSA **GENERAL (SANS 1200A)**

PSA5 **CONSTRUCTION**

PSA5.1 **Setting out of the Works**

The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature. The setting out of the Works is the Contractor's responsibility.

PSA5.2 **Crossing of Existing services**

Only when evidence can be provided that a service is a physical obstruction or limitation, it would be considered as an intersection of the limited service.

PSA7 **TESTING**

PSA7.1 **Testing Principles**

Test results must comply with the minimum prescribed specifications and no statistical evaluations will be accepted

1. PSA8 **MEASUREMENT AND PAYMENT**

PSA8.2 **Dealing with storm water**

The cost of controlling storm water will be held to be included for in the tendered sums for Items

A.1 and A.2 and no separate payment will be made for this work.

1. PSA8.3 **Dealing with existing services**

The following works that are executed by the Contractor on the instruction of the Engineer will be measured and paid for under "Daywork" rates.

1. All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
2. Work that is carried out by the Contractor regarding existing services that are not indicated on the drawings and for which the Employer will carry the cost according to Subclause 5.4.

PSA8.4 **Testing of Materials**

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SANS 1200 specification, or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Bills of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

PSA8.6 **Miscellaneous**

An item, which, in the payment clause column of the Bills of Quantities, refers to this clause (PSA8-5), will be measured in the unit scheduled. Any item omitted, the sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Bills of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.

PSA8.8 **Temporary Works**

PSA8.8.1 **Main Access to Site**

Add the following:

There will be no payment for the construction of a temporary gravel road or the maintenance of the existing road the site. The contractor must make sure that any costs to access the site is included in item A1 and A2 in the Bill of Quantities of the contract data.

PSA8.8**.**4 **Existing Services**

Add the following:

"For the exposure of existing services, an item for the excavation of soft material by hand in cubic meters has been provided for. The tariffs include all necessary payments for the excavation as instructed by the engineer. The tariffs will also include the backfilling and compacting of the materials, the transport of all surplus material, the safeguard of the excavations and any other works necessary to complete the works. Transport of up to 0.5 kilometres of the material will be included in the tariffs.

1. **ENGINEERS OFFICE (SANS 1200AB)**

PSAB3 **MATERIALS**

PSAB3.1 **Facilities for the Engineer**

a) **Name boards**

PSAB4 **PLANT**

No name boards are required.

1. PSAB4.1 **Survey, Safety and Medical Equipment**

The Contractor shall provide the following survey equipment for use by the Engineer.

1. Automatic level with tripod and staff.
2. All steel and wood pegs, concrete, hammers, picks, etc. that the Engineer may require.
3. Steel tape of length 50 m.
4. Measuring wheel.
5. At least one survey assistants.
6. Safety and Medical Emergency Equipment etc.
7. PSAB4.2 SAFETY GEAR AND EQUIPMENT (PPE)

* Dust Mask.
* Safety goggles.
* Hard Hat.
* Reflection jackets.
* Earplugs.
* Safety Demarcation.
* Gloves if needed.
* Safety shoes.

PSC **SITE CLEARANCE**

PSC5 **CONSTRUCTION**

1. PSC5.1 **Disposal of material (Subclause 3.1)**

Material obtained from demolishing and unwanted excavated material, shall be disposed of away from the site as indicated by the engineer.

**N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

MANAGEMENT

CONSTRUCTION PROGRAMME

Format

The Programme will be set up in collaboration with the Engineer:

In addition to the requirements of Sub-Clause 15 (3) of the General Conditions of Contract, the Contractors Programme shall:

* 1. be in a bar chart form.
  2. show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract.
  3. indicate critical path activities.

Allowances

The Contractors Programme shall take the following into consideration:

1. expected weather conditions.
2. special non-working days as stipulated in the Contract Data

PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.

The Contractor to supply and keep on site and A4 triplicate site instruction book.

The Contractor to supply an A4 duplicate diary on site. The Contractor to keep daily diary with at least the following information.

1. Weather condition
2. Record of any accidents and detail
3. Record of construction activities of the day
4. Information of any strikes
5. Any other relevant information

SITE FACILITIES AVAILABLE

Water Supply

The Contractor is to make his own arrangements for the supply of water.

Source of Power Supply

1. The Contractor is to make his own arrangement for the supply of power.

Location of Camp and Depot

Contractor can use Garing accommodation facilities on the Vaalputs site. The accommodation will be returned in the condition as received, and the contractor responsible for any damages.

Spoil Sites

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Engineer.

ABNORMAL RAINFALL

**C.2.6.1 Extension of time due to abnormal rainfall**

* 1. Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

V   =      (Nw - Nn) + (Rw - Rn)/X

in which formula the symbols shall have the following meanings:

V   =      Potential extension of time in calendar days for the calendar month under consideration:

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

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw =      Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn =      Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw =      Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn =      Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

* 1. The rainfall records at various nearby rainfall stations , are to be obtained from the South African Weather Services, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

* 1. The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
  2. The Contractor’s claims in terms of Subclause 5.12.2 and Clause 10.1 of the General Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly;

TIME RELATED ITEMS (Sub-Clause 8.2.2)

An approved extension of time (other than an extension of time granted in terms of Clause 12(8) of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined form the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PROJECT BOARD (Sub-Clause 3.2.1)

No project board is required.

PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, stormwater or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site.

EXISTING SERVICES

The Engineer will provide information regarding the location of the existing Trenches and Fencing, but the:

Engineer does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections before commencing construction to ensure that no damage is done to any existing services.

SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided.

SANITARY CONDITIONS

The Contractor to provide own sanitation facilities on the work site. Area will be located to Contractor during works. CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross- sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

EXCAVATIONS OF TRENCHES

The following applies for the excavation of trenches:

* + The trenches must be neatly finished off, after excavation.

CLASSES OF EXCAVATION (Sub clause 3.1.2)

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

* 1. **Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting or be in material, which cannot be excavated by a loader/backhoe or by a scraper without prior ripping.

* 1. **Intermediate excavation**

The excavation in the decomposed granite or calcrete type material that can be excavated without blasting or wedging, but not classified as hard rock, shall be treated as intermediate material.

* 1. **Soft rock excavation**

Barren and calcrete material which can be removed with construction machinery.

* 1. **Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock or intermediate excavation.

QUALITY CONTROL BY THE ENGINEER

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and executed his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 7,5% mark-up.

DRAINAGE TRENCH

Drainage trenches as indicated on plans, must be supplied. These trenches must be excavated neatly and all loose material removed. The gradient of the trench is 1:100 as indicated on the plan.

BOTTOM FINISHING OF DRAINAGE TRENCH

The bottom of the storage trench must be finished off neatly against the prescribed gradient of 1:100. The area must be level and all holes filled and compacted. The final finishing will be obtained by raking the surface level and compacting it with a plate compactor.

LIMITED WORKING AREA

The activities of the contractor will be limited upon the site where the works will be executed. No vehicles or the staff of the contractor may move beyond this area.

SAFEGAURDING OF MATERIAL, MACHINES AND PROPERTY

The activities will be executed in the existing site and the contractor shall take precautionary measures to ensure the safety and to protect the Works against any possible loss and vandalism that might occur. The cost of the precautionary measures, with any fence, guards etc. which might be needed by the contractor, will be considered to be included in the tendered amount for fixed-charge and time-related items.

HEALTH AND SAFETY PLAN

1. In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

The health and safety plan shall include, but not be limited to, refer to VLP-HSS-001, the following:

Necsa to Audit Safety file before any work can proceed.

* The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
* Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:

Public vehicular and pedestrian traffic accommodation measures; Control of the movement of construction vehicles.

The storage and use of materials; The use of tools, vehicles and plant; Temporary support structures; Dealing with working at height;

Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;

Security, access, control and the exclusion of unauthorised persons.

* The provision and use of temporary services.
* Compliance with wayleaves, permissions and permits.
* Safety equipment, devices and protective clothing to be employed.
* Emergency procedures.
* Provision of welfare facilities.
* Induction and training.
* Provision and maintenance of the health and safety file and other documentation;
* Arrangements for monitoring and control to ensure compliance with the safety plan.

ENVIRONMENTAL MANAGEMENT PLAN

The Contractor will have to adhere to the following conditions. If the contractor do not comply to the conditions, the engineer reserves the right to penalise the contractor.

1. No fires will be allowed on the site.
2. Ablution facilities must be available for all labourers on the site.
3. The dumping of oil and littering of plastic bags, cans and cement bags will not be tolerated.
4. The site must always be in a clean and neat condition.
5. No damage to any property or plants must take place.

The issue of a monthly payment certificate will be subjected to the compliance of these conditions.

MACHINERY ON SITE

All machinery used by the contractor on site will be thoroughly inspected before commencement of works. No spillages from machinery will be allowed on site

CONTRACT SPECIFIC DATA

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA**

**FORM OF OFFER AND ACCEPTANCE**

**(Agreement)**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

………………………………………………………………………………………………………

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

…………………………………………………………………………………………………….

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

**Signature: ………………………………………………………..**

**Name:** **………………………………………………………..**

**Capacity: ………………………………………………………..**

**Name and address of organisation:**

**…………………………………………………………**

**…………………………………………………………**

**…………………………………………………………**

**Signature and name of witness:**

**Signature: ………………………………………………………….**

**Name: ………………………………………………………….**

**Date: ………………………………………………………….**

**Acceptance**

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

The terms of the contract, are contained in

Part 1 Agreements and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 4 Site Information

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

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

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

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

**For the Employer:**

**Signature: ……………………………………………………….**

**Name:** **……………………………………………………….**

**Capacity: ……………………………………………………….**

**Name and address of organisation:**

**…………………………………………………………**

**…………………………………………………………**

**…………………………………………………………**

**Signature and name of witness:**

**Signature: ………………………………………………………….**

**Name: ………………………………………………………….**

**Date: ………………………………………………………….**

**Schedule of Deviations**

Notes:

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

2. A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject .......................................................................................................**

**Details ……………………………………………………………………………**

**2 Subject ..…………………………………………………………………………**

**Details ……………………………………………………………………………**

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

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

**For the Tenderer: For the Employer:**

**……………………………………… Signature …………………………………………**

**……………………………………… Name …………………………………………**

**……………………………………… Capacity …………………………………………**

**Name and address of organisation: Name and address of organisation:**

**……………………………………… ………………………………………….**

**……………………………………… ………………………………………….**

**……………………………………… ………………………………………….**

**…………………………………….. Witness signature ………………………………………….**

**……………………………………… Witness name ………………………………………….**

**……………………………............... Date ………………………………………….**

**CONFIRMATION OF RECEIPT**

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

the …………………………… (day)

of ……………………………. (month)

20….. (year)

at ……………………………… (place)

**For the Contractor:**

**Signature: ……………………………………………………….**

**Name:** **……………………………………………………….**

**Capacity: ……………………………………………………….**

**Signature and name of witness:**

**Signature: ………………………………………………………….**

**Name: …………………………………………………………..**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA**

**CONTRACT DATA**

***Please note that the words in italics are guidance notes and do not form part of the Contract Data.***

**CONTRACT DATA FOR...*The title of the Works***

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

*Please refer to the Management Guide to the General Conditions of Contract (2015), published by SAICE, for detailed guidance on the clauses requiring Contract Data.*

**Compulsory Data**

**Clause 1.1.1.14:**

*Practical Completion in portions is required,*

The times for achieving Practical Completion for the works as set out in the Scope of Work and Bill of Quantities are:

1. *For one (1) type A trench as detailed in “Section B” \*(of the provided BOQ) within* ***6 weeks*** *from the contract award date*
2. *The full scope of works is as per the* ***Contractors proposal****.*

**Clause 1.1.1.15:**

The name of the “Employer” is *N E C S A. The Chairman acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated*

**Clause 1.2.1.2:**

The address of the Employer is:

***Physical:***

*Elias Motsoaledi Street Extension (Church Street West),*

*R104 Pelindaba,*

*Brits Magisterial District,*

*Madibeng Municipality,*

*North West Province,*

*0240*

**Clause 1.1.1.16:**

The name of the Employer's Agent is *BVi Consulting Engineers or any other Engineer appointed from time to time by the Employer and notified in writing to the Contractor to act as Engineer for the purpose of the contract in place of the Engineer designated.*

**Clause 1.2.1.2:**

The address of the Employer's Agent is:

***Physical:***

*17A Keerom Street,*

*Springbok,*

*Namakwa District,*

*Northern Cape,*

*8240*

**Clauses 5.1.1 and 5.8.1:**

The special non-working days are:

*1. Usually the public holidays or a selection of the public holidays, for example certain religious holidays.*

*2. The year-end break commencing on 16/12 and ending on 2/1*

**Clause 5.3.1:**

The documentation required before commencing with the Works are:

1. Health and Safety Plan (Refer to Clause 4.3)
2. Initial programme (Refer to Clause 5.6)
3. Security (Refer to Clause 6.2)
4. Insurance (Refer to Clause 8.6)

**Clause 5.3.2:**

The time to submit the documentation required before commencement of the Works is ***14*** days.

**Clause 5.13.1:**

The penalty for failing to complete Clause 1.1.1.14 (i), is

*R5 000,00 per day.*

The penalty for failing to complete the full extent of the scope of works is

*R10 000,00 per day.*

**Clause 5.16.3:**

The latent defects period is*10 years* from the completion date

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is *80%.*

**Clause 6.10.3:**

The limit of retention money is *10% of the Awarded Contract Value*

**Clause 8.6.1.1.2:**

Not required.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is

*R0,00*

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is *R5 000 000,00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.*

**Clause 10.5.3**

The number of Adjudication Board Members to be appointed is *three*

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

**Clause 1.1.1.9:**

The name of the Contractor is ………………………………………....

**Clause 1.2.1.2:**

The address of the Contractor is ………………………………………………………………………………..

**Clause 1.1.1.14:**

The time for achieving Practical Completion of the whole of the Works is ………………………………..

**Clause 6.2.1:**

The security to be provided by the Contractor shall be one of the following:

|  |  |
| --- | --- |
| **Type of security**  *(Indicate if Value Added Tax is excluded from the Contract Sum and the value of the Works for calculating the percentages)* | **Contractor's choice**  *(Indicate*  *"Yes" or "No")* |
| *Cash deposit of ..…% of the Contract Sum.* |  |
| *Fixed Performance Guarantee of ..… % of the Contract Sum.* |  |
| *Variable Performance Guarantee of ….. % of the Contract Sum for the first period and ….. % of the Contract Sum for the second period.* |  |
| *Retention of ..…% of the value of the Works.* |  |
| *Cash deposit of ..…% of the Contract Sum plus retention of …..% of the value of the Works.* |  |
| *Fixed Performance guarantee of ..…% of the Contract Sum plus retention of …..% of the value of the Works.* |  |
| *Variable Performance Guarantee of ….. % of the Contract Sum for the first period and ….. % of the Contract Sum for the second period plus retention of ..… % of the value of the Works.* |  |

*Note: In the ‘Standard for Uniformity in Construction Procurement’ in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10%**of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10%**of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."*

**Clause 6.5.1.2.3:**

The percentage allowance on the net cost of materials actually used in the completed work is …….…  
The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is ……..

Clause 6.8.3: *If price adjustments for a variation in the costs of special materials is allowed then:*

The variation in cost of special materials is

|  |  |  |
| --- | --- | --- |
| **SPECIAL MATERIALS** | | |
| Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of **Clause 46.3** of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall  be considered as special materials. | | |
| **Special Material** | **Unit** | **Current Rate or Price** |
| None |  |  |
| \* Indicate whether the material will be delivered in bulk or in containers.  When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence. | | |

**SIGNED ON BEHALF OF TENDERER:**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA**

**PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: ………………………………………………………………………………………

Physical address: …………………………………………………………………………………………

“Employer” means: ………………………………………………………………………………………..

“Contractor” means: ………………………………………………………………………………………

“Employer's Agent” means: ……………………………………………………………………………………………………………….

“Works” means: ……………………………………………………………………………………………

“Site” means: ………………………………………………………………………………………………

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

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

Amount in words: ……………………………………………………………………………………………

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

Amount in words: ……………………………………………………………………………………………

Type of Performance Guarantee: ………………………………. *(Insert Variable or Fixed)*

“Expiry Date” means: ……………………………… *(Give date)* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**CONTRACT DETAILS**

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

1. **VARIABLE** **PERFORMANCE GUARANTEE**
   1. Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:
      1. From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R…………………………..

(Amount in words …………………………………………………………………………..)

* + 1. From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R……………………………

(Amount in words ……………………………………………………………………………)

* 1. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

1. **FIXED PERFORMANCE GUARANTEE**
   1. Where a Fixed Performance Guarantee has been selected, the Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
   2. The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
   3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
2. **CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**
   1. The Guarantor hereby acknowledges that:
      1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
      2. Its obligation under this Performance Guarantee is restricted to the payment of money.
   2. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
      1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
      2. A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
      3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
   3. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
      1. the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 3.3; or
      2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
      3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
   4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor’s maximum liability in terms of 1.1 or 2.1.
   5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
   6. Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
   7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
   8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
   9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
   10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
   11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
   12. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates’ Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

**Signed at** …………………………………………………………………………………………………….

**Date** …………………………………………………………………………………………………………..

**Guarantor’s signatory (1)** ………………………………………………………………………………….

**Capacity**………………………………………………………………………………………………………

**Guarantor's signatory (2)** …………………………………………………………………………………..

**Capacity** ……………………………………………………………………………………………………..

**Witness signatory (1)** ………………………………………………………………………………………

**Witness signatory (2)** ………………………………………………………………………………………

**Appendix 4**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA**

**DISCLOSURE STATEMENT**

***Please note that words in italics within brackets are items which should be stated.***

Date:

Contract Reference:

Contractor:

Employer: *Necsa*

Employer's Agent: *BVi Consulting Engineers*

Dear Sirs

I am willing and available to serve as *(ad-hoc/standing)* Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works’ Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication,I hereby state that:

* I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
* I have had no previous involvement with this project.
* I do not have any financial interest in this project.
* I am not currently employed by the Contractor, Employer or Employer's Agent.
* I do not have any financial connections with the Contractor, Employer or Employer's Agent.
* I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
* I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

**Name in full:** ………………………………………………………

**Signature:** …………………………………………………………

**Appendix 5**

**General Conditions of Contract for Construction Works, Third Edition (2015)**

**PRO FORMA**

**ADJUDICATION BOARD MEMBER AGREEMENT**

***Please note that words in italics within brackets are items which should be stated.***

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.)*

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works’ Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
   1. A monthly retainer of *(amount)* for *(number)* of months, and/or
   2. A daily fee of *(amount)* based on a *(number)* hour day, and/or
   3. An hourly fee of *(amount)*, and/or
   4. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

**Contractor's signature:** ……………………………………

**Contractor's name:** ………………………………………

**Place:** ……………………………………………

**Date:** ………………………………………………

**Employer's signature:** ……………………………………..

**Employer's name:** …………………………………………..

**Place:** ……………………………………………..

**Date:** ………………………………………………..

**Adjudication Board Member's signature:** ……………………………………………....

**Adjudication Board Member's name:** …………………………………………………....

**Place:** …………………………………………………

**Date:** …………………………………………………

RETURNABLE DOCUMENTS

**N E C S A**

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| --- | --- | --- |
| **Name\*** | **Identity number\*** | **Personal income tax number\*** |
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**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

Returnable Schedules

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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| --- |
| The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. |
| **Section 1: Name of enterprise: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**  **Address of enterprise: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**  **. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**  **. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .** |
| **Section 2: VAT registration number, if any: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .** |
| **Section 3: CIDB registration number, if any: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .** |
| **Section 4: Particulars of sole proprietors and partners in partnerships**  **\*** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners |
| **Section 5: Particulars of companies and close corporations**  Company registration number . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Close corporation number . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  Tax reference number . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . |
| **Section 6: Record of service of the state**  Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or Director, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:   * a member of any municipal council  an employee of any provincial department, national * a member of any provincial legislature or provincial public entity or constitutional institution * a member of the National Assembly or the within the meaning of the Public Finance National Council of Provinces Management Act, 1999 (Act 1 of 1999) * a member of the board of Directorss of any  a member of an accounting authority of any municipal entity national or provincial public entity * an official of any municipality or municipal  an employee of Parliament or a provincial entity legislature |

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| **If any of the above boxes are marked, disclose the following:**  \*insert separate page if necessary |
|  |
| **Section 7: Record of spouses, children and parents in the service of the state**  Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or Director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:   * a member of any municipal council  an employee of any provincial department, national * a member of any provincial legislature or provincial public entity or constitutional institution * a member of the National Assembly or within the meaning of the Public Finance the National Council of Province Management Act, 1999 (Act 1 of 1999) * a member of the board of Directors of  a member of an accounting authority of any national any municipal entity or provincial public entity * an official of any municipality or  an employee of Parliament or a provincial legislature municipal entity   \*insert separate page if necessary |
| The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:   1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order; 2. confirms that neither the name of the enterprise or the name of any partner, manager, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; 3. confirms that no partner, member, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; 4. confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; 5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of sole proprietor, partner, Director, manager, principal shareholder or**  **stakeholder** | **Name of institution, public office, board or organ of state and position held** | **Status of service**  **(tick appropriate column)** | |
| **current** | **Within last 12 months** |
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| **Name of spouse, child or parent** | **Name of institution, public office, board or organ of state and position held** | **Status of service (tick appropriate**  **column)** | |
| **current** | **Within last 12 months** |
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**SIGNED ON BEHALF OF TENDERER**: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 2 : SITE VISIT/CLARIFICATION MEETING CERTIFICATE

This is to certify that I/we, . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

of (tenderer) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

of (address) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

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

telephone number . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

fax number . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

on (date) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

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

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

**SIGNED ON BEHALF OF EMPLOYERS AGENT:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ……………….

………………………….., authorised signatory of the company, close corporation or partnership ………………….

………………………………………………………..., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

|  |  |  |
| --- | --- | --- |
| **NAME OF FIRM** | **ADDRESS** | **DULY AUTORISED SIGNATORY** |
| Lead partner |  | Signature………………….. Name……………………… Designation……………….. |
|  |  | Signature………………….. Name……………………… Designation……………….. |
|  |  | Signature………………….. Name……………………… Designation……………….. |
|  |  | Signature………………….. Name……………………… Designation……………….. |

1. **Note :**

A copy of the Joint Venture Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the

**percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **COMPLETED CONTRACTS** | | | | |
| EMPLOYER | CONSULTING ENGINEER (NAME, TEL No.  AND FAX No.) |  | VALUE OF | DATE COMPLETED |
| (NAME, TEL No. | NATURE OF WORK | WORK |
| AND FAX No.) |  | R(m) |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CURRENT CONTRACTS** | | | | |
| EMPLOYER (NAME, TEL No. AND FAX No.) | CONSULTING ENGINEER (NAME, TEL No.  AND FAX No.) | NATURE OF WORK | VALUE OF WORK R(m) | ANTICIPATED COMPLETION DATE |
|  |  |  |  |  |

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

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

1. **CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE**

|  |  |  |
| --- | --- | --- |
| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|  |  |  |

**CONSTRUCTION EQUIPMENT ON ORDER**

(State details of arrangements made, with delivery dates)

|  |  |  |
| --- | --- | --- |
| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|  |  |  |

1. **CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(State details of delivery arrangements)

|  |  |  |
| --- | --- | --- |
| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|  |  |  |

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

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 6 : PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

The tenderer shall detail below or attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

1. **Details of the preliminary programme shall be appended to this Schedule.**

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

**PROGRAMME**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ACTIVITY** | **WEEKS / MONTHS** | | | | | | | | | | | | | |
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*[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

|  |  |
| --- | --- |
| **MONTH** | **VALUE** |
| 1.  2.  3.  4.  5.  6.  7.  8.  9. | R R R R R R R R  R |
| SUBTOTAL | R |
| CONTINGENCIES (10%) | R |
| SUBTOTAL | R |
| VAT (14%) | R |
| TOTAL | R (INCLUDING VAT @ 15%) |

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 8 : TAX CLEARANCE CERTIFICATE

**A. TAX CLEARANCE CERTIFICATE**

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 9 : SCHEDULE OF SUBCONTRACTORS

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

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

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

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

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 10 : DETAILS OF SITE AGENT’S AND GENERAL FOREMAN’S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman’s experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SITE AGENT** | **NAME**: ………………………………………………………**NQF LEVEL**………… | | | |
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **POSITION HELD** | **VALUE OF WORK** | **YEAR COMPLETED** |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **GENERAL FOREMAN** | **NAME**: ………………………………………………………**NQF LEVEL**………… | | | |
| **CONTRACT & CLIENT** | **NATURE OF WORK** | **POSITION HELD** | **VALUE OF WORK** | **YEAR COMPLETED** |
|  |  |  |  |  |

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

1. **SIGNED ON BEHALF OF THE TENDERER: …………………………………….**

**N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 11: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

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

**SIGNED ON BEHALF OF TENDERER**: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 12 : PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

|  |  |  |
| --- | --- | --- |
| **PAGE** | **CLAUSE OR ITEM** | **PROPOSAL** |
|  |  |  |

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

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 13 : RECORD OF ADDENDA TO TENDER DOCUMENTS

|  |  |  |
| --- | --- | --- |
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
|  | **Date** | **Title or Details** |
| **1.** |  |  |
| **2.** |  |  |
| **3.** |  |  |
| **4.** |  |  |
| **5.** |  |  |
| **6.** |  |  |
| **7.** |  |  |
| **8.** |  |  |
| **9.** |  |  |
| **10.** |  |  |

Attach additional pages if more space is required.

Signed Date Name Position

Tenderer

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 14 : DAYWORKS SCHEDULE

This daywork statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, payed vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all this items with the item “Up costs”. The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage “Up costs”.

The item “Up Cost” is left out in the case of equipment. The rate then has to include all of the above “Up Costs” mentioned as well as operator’s costs, user’s goods, maintenance, etc.

The Tender has to fill in all of the items listed underneath otherwise his Tender can be considered as incomplete.

1. LABOUR

1. Workers . ................... per hour plus .............. % "Up-Cost"

2. Supervisors .................... per hour plus .............. % "Up-Cost "

3. Artisan. .................... per hour plus ............. % " Up-Cost "

1. EQUIPMENT

DESCRIPTION RATE PER HOUR

In Work Standing

Excavator .............................. ..................................... .....................................

Front End-Loader................... ..................................... .....................................

Tipper Truck ...6 cubic meters ..................................... .....................................

Compressor.............(capacity) ..................................... .....................................

.................................(Specify) ..................................... ....................................

.................................(Specify) ..................................... ....................................

.................................(Specify) ..................................... ....................................

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

1. MATERIAL

Here, The Tenderer has to provide the Up Cost which ought to be added to the basic price: ...................%

**SIGNED ON BEHALF OF TENDERER:** . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

1. **N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 15 : CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my

/ our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

**N E C S A**

**PROJECT NO. BVi/35520/2025/01**

**CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS**

SCHEDULE 16 : FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

NECSA HEALTH AND SAFETY DOCUMENTS

See attached NECSA health and safety specifications for construction work at Vaalputs

DRAWINGS

Find attached drawings for Vaalputs Waste Disposal Type A and Type B Trenches

|  |  |
| --- | --- |
| **DRAWING NO.** | **SHORT DESCRIPTION** |
| **CONSTRUCTION OF WASTE DISPOSAL TRENCHES AT VAALPUTS** | |
| 35520-170/171-01 | LAYOUT AND SECTION OF TRENCHES (A – Type Trenches) |
| 35520-170/171-02 | LAYOUT AND SECTION OF TRENCHES (B – Type Trenches) |