

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 AND 13)



DEPARTMENT OF WATER AND
SANITATION
REPUBLIC OF SOUTH AFRICA



MHLATHUZE WATER

TENDER NUMBER: MW/46/2/2022/2023

SUBMIT BID DOCUMENTS TO:

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

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

- **CIDB 4 CE OR HIGHER**

PROPOSAL SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____

Postal Address: _____

Contact No. _____

Email: _____

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 &13)

CLOSING DATE: 24/02/2023 at 09h00 a.m

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

PART 1

BIDDING PROCEDURES

T1.1 Bid Notice and Invitation to Bid

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER				
BID NUMBER: MW/46/2/2022/2023	Closing Date	24 February 2023	Closing Time:	09:00 a.m
DESCRIPTION	IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT				

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

MHLATHUZE WATER				
SECOND SECURITY GATE (TENDER BOX)				
CRN BATTERY BANK AND SOUTH CENTRAL ARTERIAL				
ALTON, RICHARDS BAY, 3900				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

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BID NOTICE AND INVITATION TO TENDER

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

**IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT
UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)**

Evaluation method:

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

- **CIDB 4 CE OR HIGHER**
- **Technical Evaluation**

80/20 Preference Point Scoring System in terms of PPPFA 2017.

Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate before **09h00 a.m**, on **24/02/2023**. Submission must be in sealed envelopes clearly marked –
contract no. MW/46/2/2022/2023

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

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

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

PART T1

BIDDING PROCEDURES

T1.2 Bid Data

BID DATA

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

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

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

Clause Number	Addition or Variations Standard Conditions of Tender
F.1.1	The Employer is Mhlathuze Water
F.1.2	The bid documents issued by the Employer are detailed on the contents page of this bid document.
	Contract Period: 12 months
F.1.4	<p>The Employer's Representative's details are as follows:</p> <p>Name : Sihle Mndaweni</p> <p>Address : Cnr Battery Bank and South Central Arterial Alton Richards Bay 3900</p> <p>P.O. Box 1264 Richards Bay 3900</p> <p>Tel. No. : +27 (0) 35 902 1037 Fax No. : +27 (0) 35 902 1111 E-Mail : tenders@mhlathuze.co.za</p>
F.2.1	<p>Eligibility</p> <p>a) CIDB 4 CE OR HIGHER</p> <p>Tax Compliance:</p> <p>No bid may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Mhlathuze Water will verify with SARS whether the tax affairs of bidders are in order before making an award.</p>

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F.2.4	All work produced, including records, documents pertaining to this bid shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.8	Accept that failure to request clarification on bid documents, in at least 5 working days prior to the closing time stated in the bid data, it shall be deemed that all matters in the bid documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of bid documents submitted in less than 5 working days prior to the closing date.
F.2.9	The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.12	Criteria for alternative bid offers No alternative bid offers will be accepted.
F.2.13.3	Two copies of bid offers are required.
F.2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows: <div style="display: flex; justify-content: space-between;"> <div> Location of Tender Box Physical Address </div> <div> : : </div> <div> Mhlathuze Second Security Gate Entrance Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900 </div> </div>
F.2.13.6	A two-envelope procedure will NOT be followed. Evaluation Process <ul style="list-style-type: none"> CIDB 4 CE OR HIGHER 1. Technical Evaluation All bidders that would have qualified in the three stage of evaluation will be further evaluated for Price and Historically disadvantaged individuals and according to the type of company/business, for this project 80/20 will be applicable. <i>Mhlathuze Water reserves the right to conduct due diligence on bidder(s) before the award.</i>
F.2.15.1	The closing time for submission of bid offers is @ 09h00 a.m on the 24/02/2023 Telephonic, telegraphic, telex, or facsimile or e-mailed and late bid offers will not be accepted.
F.2.16.1	The bid offer validity period is 90 (ninety) days from the bid closing date.
F.2.16.1	If the bid validity expires on a weekend or public holiday, the bid validity period shall remain open until the closure of business on the next working day.

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F.2.23	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined. 3. 50% or above of member firms must be a Professional Firm above EME or QSE
F.3.3	Bids will be opened in public.
F.3.4	<p>Submissions must be placed in the Mhlathuze Water tender box situated at the Second Security Gate Entrance before 09h00 a.m on day, 24/02/2023</p> <p>Submission must be in an envelope that is clearly marked – IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13), and addressed to Mhlathuze Water– Supply Chain Management.</p>
F.3.5	A two-envelope procedure will not be followed.
F.3.7	<p><i>Add the following to the end of Clause F.3.7:</i></p> <p>Accept that failure to submit certificates stated in the Bid Data and failure to complete in full the bid document shall result in bid being regarded as non-responsive.</p>
F.3.11	The responsibility rests with the prospective bidders to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.3	<p>Method 2: Financial offer and Preference (Financial offer will be a default 30% discount on Tariff)</p>
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 80$

F.3.11.8	<p>B-BBEE points will be allocated as Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017. <i>(choose 80/20)</i></p> <p>80/20 preference point system for acquisition of goods or services with a Rand value of up to R50 million, inclusive of all applicable taxes:</p> <table border="1" data-bbox="327 338 1418 768"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Allocation of B-BBEE points for trusts, consortium or joint ventures and sub-contracting refer to Preferential Procurement Regulation, 2017, Conditions section 11 (6) to (13).</p>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
.3.17	<p>Add the following to the clause:</p> <p>Accept that bid offers will only be accepted if:</p> <ul style="list-style-type: none"> (a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services. (b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (c) the tenderer has not: <ul style="list-style-type: none"> (i) abused the Employer's Supply Chain Management System; or (ii) failed to perform on any previous contract with the Employer and has been given a written notice to this effect. <p>The successful tenderer shall receive one copy of the signed contract.</p>																				

PART T1

TENDERING PROCEDURES

**Error!
Reference
source
not
found.**

Notes:

1. Written quotations must be submitted based on the Bill of Quantities.
2. Written quotations documents including Bill of Quantities may only be completed in black ink.
3. All prices must be quoted in South African Rand and the pricing strategy is re-measurable.
4. Quotations shall remain valid for ninety (90) days after the tender closure date.
5. No contract shall be concluded with any bidder whose tax matters are not in order.
6. Please note that no quotations received after the closing time will be considered.
7. Sealed quotation documents must be deposited in the tender box provided at the Mhlathuze Water tender box situated at the Second Security Gate Entrance before **09h00 a.m on day, 24/02/2023** where quotations will be opened in public. Please be advised that the name, address, and contact details should be written at the back of the envelope.
8. Tenders will be evaluated on Price and B-BBEE in line with PPPFA and SCM policy of the municipality.
9. Mhlathuze Water reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Mhlathuze Water after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

Error! Reference source not found. Objective Criteria (after Price and B-BBEE evaluation)

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Mhlathuze Water
- The risk of irregular expenditure to Mhlathuze Water
- The risk of poor project and contract management on existing project with Mhlathuze Water
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

PART T1

BIDDING PROCEDURES

T1.4 Standard Conditions of Tender

STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated

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in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- (b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

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

$$TEV = NFO + NP$$

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

$$TEV = NFO + NQ$$

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

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

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

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

- **END OF SECTION** -

PART T2

RETURNABLE DOCUMENTS

List of Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

Bidders are required to submit the following with their bids:

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

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Functionality Criteria	SUB CRITERIA	Max No. of points
Experience in the industry (based on schedule of work experience)	<p>Tenderer's experience in similar projects in last 10 years.</p> <ul style="list-style-type: none"> i. One (1) project completed (7) ii. Two (2) projects completed (10) iii. Three (3) projects completed (12) iv. Four (4) projects completed (16) v. Five (5) projects and above (20) <p>Signed completion certificates or a positive written reference from the client for every project or full completed</p>	20
Qualifications and Key Personnel	<p>Site Agent/Contracts Manager with Engineering/Project Management/ or General Building/ Construction degree or Diploma with relevant experience in Project Management</p> <ul style="list-style-type: none"> i. 1 – 2 years relevant experience (3) ii. Greater than 2 up to 5 years (7) iii. Greater than 5 Years relevant experience (10) <p>CV or Organogram with certified copies of qualifications must be submitted for points to be awarded</p>	10
Locality	<p>1. Geographic location of tenderer</p> <p>Location of Business (Please provide proof of physical address)</p> <ul style="list-style-type: none"> ▪ UMkhanyakude District Municipality 30 ▪ King Cetshwayo and Zululand District Municipality 15 ▪ Within KwaZulu-Natal. 5 <p>(Utility bill, lease agreement, letter from a councillor or traditional authority IN THE NAME OF THE BUSINESS/ COMPANY)</p>	30
	Total Points	60
F.3.17	The successful tenderer shall receive one copy of the signed contract	

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

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STAGE ONE: TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

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

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

STAGE TWO: TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP

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

Pre-Qualification Criteria	RFP Reference
<ul style="list-style-type: none"> Whether any pre-qualification criteria set by Mhlathuze Water, have been met CIDB 4 CE OR HIGHER 	
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	

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

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T2.2-1: Authority to submit a Tender

Essential Returnable

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

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

A. Certificate for Company

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

Signed _____ Date _____

Name _____ Position _____ Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____ hereby authorise Mr/Ms, _____

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

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

C. Certificate for Joint Venture

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

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

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

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

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

Compulsory Returnable

This is to certify that

_____ (Tenderer)

of

_____ (address)

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

Held at:	The Airfield Water Treatment Works: 27° 0'43.20"S, 32°45'3.52"E– Manguzi Area.	
On (date)	17 February 2023	Starting time: 14h00

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

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

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

Name _____ Signature _____

Capacity _____

Name _____ Signature _____

Capacity _____

T2.2-3: B-BBEE Preference Points Claim Form

Essential Returnable

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

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

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) certificate issued by an authorized body or person; B-BBEE Status level
 - 2) prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit as
 - 3) prescribed in terms of the B-BBEE Act; Any other requirement
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1** If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p align="center">.....</p> <p align="center">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p align="center">.....</p>
---	---

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**T2.2-3: Certificate of Acquaintance with
Tender Documents**

Essential Returnable

NAME OF ENTITY:

1. I/we

do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this Tender and all conditions contained therein, as laid down by Mhlathuze Water for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Mhlathuze Water shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.

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7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

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

Essential Returnable

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Essential Returnable

T2.2-5: Mutual Non-Disclosure Agreement

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

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

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

and _____

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)**

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

2. Definition

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

3. Exclusions

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

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

4. Non-Disclosure of Confidential Information

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

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

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

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

7. Mandatory Disclosure

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

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10. No Representations

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

11. Term

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

12. Miscellaneous

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

13. Governing Law and Jurisdiction

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

14. Disputes

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language

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before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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T2.2-4: Tender Clarification Request Form

Essential Returnable

Tender No: MW/46/2/2022/2023

Tenders deadline for questions / Tenders Clarifications: **12h00 on Monday, 20 February 2023**

TO: Mhlathuze Water

ATTENTION: Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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T2.2-5: Credit Check

Essential Returnable

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR
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Schedule of tender references

Compulsory Returnable

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

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

A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE

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

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

Full details of the organisation / person providing the reference

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

Contract Number : **MW/46/2/2022/2023**

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

Estimated Performance Period **4 months**

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

Description : _____

Commencement Date: _____ **Date completed :** _____ / _____

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

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

Signature : _____

DATE : _____

Section – Generic Scope of Works

1. BACKGROUND

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

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

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

2. OBJECTIVE

The objective is to appoint as suitable experienced company for the implementation or construction of **WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)** within the Umkhanyakude District Municipality. The tender will comprise of CIDB registered companies operating within the district or within the Province of KwaZulu-Natal.

3. CONTRACT DURATION

The contract is for the period of 12 months

4. EXTENT OF THE WORKS

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

4.1 CIVIL ENGINEERING WORKS

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

Location	Description of Scope
Ward 9	Upgrade Shemula WTP from 7MI plant to 14 ML/day Construct 5 km of 110 mm reticulation lines
Ward 13	Construct 3 Km reticulation of various sizes (50-90mm) Equipping 3 borehole with associated pipeworks Construct 5 km of 110 mm reticulation lines Construct 3 Km reticulation of various sizes (50-90mm)

4.2 ELECTRICAL ENGINEERING WORKS (EP/EB)

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

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

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

5. LOCATION OF THE WORKS

The project site is situated within the uMkhanyakude District Municipality, KZN and the areas involved are located within Ward 9 & 13 of uMhlabuyalingana Local Municipality. The geographic locality of the site is provided in the table below.

No	Name	Latitude	Longitude
1	Ward 9 (WTP)	27° 2'21.57"S	32°15'12.77"E
2	Ward13	27° 7'11.26"S	32°16'42.12"E

- THE END -

T2.1.1: PROOF OF COMPANY REGISTRATION

[Insert here]

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

[Insert here]

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

[Insert here]

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

[Insert here]

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

[Attach here]

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

[Attach here]

T2.1.8: PROOF OF PROFESSIONAL INDEMNITY

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

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

T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: CSD number

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

Name	Identity Number	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to

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the best of my belief both true and correct.

Signed on behalf of Bidder: _____ **Date:** _____

Name: _____ **Position:** _____

Enterprise Name: _____

T2.2.2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

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

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

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

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

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

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

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

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

behalf of :

(*Print Company Name*)

.....
.....

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Signed on behalf of Company:

In his/her capacity as:

Date:

SIGNED ON BEHALF OF BIDDER:

SIGNATURE OF SIGNATORY:

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T2.2.4: SCHEDULE OF WORK EXPERIENCE

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

T2.2.5: BIDDER BANK DETAILS

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

The letter should also reflect bank rating.

T2.2.6: ADDENDA / NOTICE(S) ISSUED TO BIDDERS

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

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

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

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

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

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

T2.2.7: ALTERATIONS / AMENDMENTS BY BIDDER

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

Page No.	Clause / Description

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

SIGNATURE: _____
(On behalf of the Bidder)

DATE: _____

T2.2.9: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

T2.2.10: PREFERENCE POINTS CLAIM FORM

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

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

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

9. GENERAL CONDITIONS

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

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

The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

9.2 Points for this bid shall be awarded for:

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

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

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

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

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

10. DEFINITIONS

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

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- (l) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (m) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (n) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (p) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (q) **"price"** includes all applicable taxes less all unconditional discounts;
- (r) **"proof of B-BBEE status level of contributor"** means:

4)	level certificate issued by an authorized body or person;	B-BBEE Status
5)	as prescribed by the B-BBEE Codes of Good Practice;	A sworn affidavit
6)	requirement prescribed in terms of the B-BBEE Act;	Any other
- (s) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (t) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

11. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

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

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

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

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

13. BID DECLARATION

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

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

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

15. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 15.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
- vii) The name of the sub-contractor.....
- viii) The B-BBEE status level of the sub-contractor.....
- ix) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

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

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

16. DECLARATION WITH REGARD TO COMPANY/FIRM

16.1 Name of company/firm:.....

16.2 VAT registration number:.....

16.3 Company registration number:.....

16.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

16.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

- 3.
- 4.

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

DATE

ADDRESS

.....

.....

PART C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE

OFFER

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

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

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

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

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

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Signatures

Name(s)

Capacity

for the Tenderer

(Name and address of organisation)

Date

Name & signature of witness

Signature

Name

Date

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site information and drawings and documents or parts thereof, which may be
	incorporated by reference into the above listed Parts. <i>(delete if not applicable)</i>

Deviations from and amendments to the TOR document and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement.

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

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

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Signatures

Name(s)

Capacity

for the Employer

(Name and address of organisation)

Date

Name & signature of witness

Signature

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject:

Details:

.....

2. Subject:

Details:

.....

3. Subject:

Details:

.....

4. Subject:

Details:

.....

5. Subject:

Details:

.....

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
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Details:

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

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

FOR THE TENDERER:

Signatures _____

Name(s) _____

Capacity _____

For the Tenderer

_____ (Name and address of organisation)

Date _____

Name & signature of witness

Signatures _____

Name(s) _____

Date _____

FOR THE EMPLOYER:

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Signatures

Name(s)

Capacity

for the Employer

_____ (Name and address of organisation)

Name & signature of witness

Signature

Name

Date

Names & signatures of witnesses

Signatures

Name(s)

Date

FOR THE EMPLOYER:

Signatures

Name(s)

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Capacity

for the Purchaser

_____ (Name and address of organisation)

Names & signatures of witnesses

Signatures

Name(s)

Date

- END OF SECTION -

PART C1

AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

CONTRACT NO. MW/46/2/2022/2023

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015), Third edition, second print published by the South African Institution of Civil Engineering, is applicable to this Contract.

Contract Specific Data

The following contract-specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion for each work package.
1.1.1.14	The date for achieving Practical Completion is a date 12 months after the Commencement Date
1. 1.1.15	The name of the Employer is Mhlathuze Water Contact person is:
1.1.1.16	The name of the Employer's Agent is Mr. Sydney Chauke and who is Registered as a Pr Tech Eng with the Engineering Council of South Africa
1.1.1.26	The Pricing Strategy is Re-measurement Contract.
1.2.1.2	The address of the Employer is: Cnr Battery Bank and South Arteral Alton Tel: 035 902 1037 RICHARDS BAY Fax: 035 902 1111 3900
1.2.1.2	The address of the Employer's Agent is: 17 The Boulevard Westway Office Tel: 031 109 1381 WESTVILLE Fax: 086 2607 2438 DURBAN
3.2.3	Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following: <ul style="list-style-type: none"> • Approval of Variation Orders • Approval to exceed the Contract Sum
5.3.1	The documentation required before the commencement of the works is the following: <ul style="list-style-type: none"> • Approved Health and Safety File (Clause 4.3) • Approval of the Environmental File • Initial programme (Clause 5.6) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of Construction Machinery Plant (Clause 8.6) • Insurance of Motor Vehicle Liability (Clause 8.6) • Commissioner of COID (Clause 8.6) • Signed Notification to the Department of Labour

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

GCC Clause	Information
	<ul style="list-style-type: none"> Construction Work Permit where applicable. It is the Employer's responsibility to obtain this permit. Subcontract plan
5.3.2	The time to submit the Contract documentation required before commencement of the Works for each Work Package is 21 days.
5.3.3	Time to instruct commencement of the Works Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.
5.8	The special non-working days are All Public Holidays in terms of the Public Holidays Act as amended. Working days shall be Monday to Friday, between 07h00 to 17h00.
5.8.1	The year-end break "builder's break" commences on 16 December until the first working Monday of January of the succeeding year as defined by the SAFCEC on annual basis.
5.13.1	The penalty for failing to complete the Works is the greater of: An amount equal to the daily Time Related P&G rate (calculated by dividing the monthly P&G rate stated in the BoQ by 30 days) or R4000.00 per calendar day, whichever is greater.
5.16.3	The latent defects period is 10 years.
6.2	The time to deliver the Form of Guarantee is within 21 days from the Commencement Date of each allocated package.
6.2.1	The liability of the guarantee shall be 10% of the tendered sum for each Work Package.
6.8.2	N/A
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership and indemnity is required.
6.10.3	The percentage retention is 10%.
6.10.3	The limit of retention money is 10% of the contract price
6.10.4	Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following: Payment shall be made upon: <ul style="list-style-type: none"> After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month. Payment will be made within 30 days of receipt of the Contractor's statement by the Employer. <p>No payment certificate will be processed if correct labour returns are not submitted.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

GCC Clause	Information
6.10.5	Payment of Retention Money Add to Clause 6.10.5 the following: Payment will be subject to Mhlathuze Water processes as outlined in clause 6.10.4 as amended.
6.10.6	A Retention Money Guarantee is not permitted.
6.11	Delete Clause 6.11.
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: "hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).
8.6	Delete Clause 8.6.1 and replace it with the following: Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer and the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy :
8.6.1.1	Contract Works Insurance – which will provide cover against accidental and Physical loss of or damage to the Works, Temporary Works and Materials intended for incorporation in the Works from whatsoever cause arising other than causes set out in Clause 8.3.1 for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of :
8.6.1.1.1	The Contract Price,
8.6.1.1.2	A sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and
8.6.1.1.3	A sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works.
8.6.1.2	Delete clause 8.6.1.2 and replace with the following: Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA) , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.
8.6.1.3	Delete clause 8.6.1.3 and replace with the following: Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R5million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
8.6.1.6	Add the following clause to 8.6.1 Full details of the Contract Works and Public Liability insurances effected by the Employer may be obtained from the Employer and the Contractor/Sub-Contractors are

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
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GCC Clause	Information
	deemed to be aware of the terms, exclusions and conditions of these insurances.
8.6.1.7	Add the following clause to 8.6.1 The Employer shall pay the premium in connection with the insurances effected by the Employer in 8.6.1.1, 8.6.1.2 and 8.6.1.3 above.
8.6.2	Delete clause 8.6.2 and replace with the following: The Employer/Contractor/Sub-Contractors and/or any other party who obtains indemnity under the policies effected under 8.6.1.1, 8.6.1.2 and 8.6.1.3 above shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability.
8.6.3	Delete clause 8.6.3 and replace with the following: In the event of an occurrence which is likely to give rise to a claim under the insurance effected by the Employer, the following procedure shall be adhered to:
8.6.3.1	Add the following clause to 8.6.3 In addition to any statutory requirements and/or other requirements contained in the Conditions of Contract, the Contractor shall immediately notify the Employer's Insurance Brokers through the Employer's agent, giving the circumstances, nature and an estimate of the loss or damage.
8.6.3.2	Add the following clause to 8.6.3 The Contractor shall, when required, complete a claims advice form, available from the Employer's Insurance Brokers, to whom the form shall be returned without delay through the Employer's agent. Each claim must be approved by the Employer before submission to the insurance broker.
8.6.3.3	Add the following clause to 8.6.3 The Contractor shall afford all access to the representatives of the Insurers for the purpose of the assessment of any loss or damage.
8.6.3.4	Add the following clause to 8.6.3 Negotiations on the settlement of claims shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Employer's Insurance Brokers via Employer's agent.
8.6.4	Delete clause 8.6.4 and replace with the following: Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

GCC Clause	Information
8.6.5	Delete clause 8.6.5 and replace with the following: The Contractor shall insure all Constructional Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired brought on to the Site against all risks of physical loss or damage for the period such Plant shall be on the Site to the full value thereof. In respect of Plant brought on to the Site by or on behalf of Sub-Contractors the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, through the Employer's agent, the policy or policies of insurance and receipts for payment of the current premiums.
8.6.6	Delete clause 8.6.6 and replace with the following: The Contractor and the Sub-Contractors shall effect and maintain at their cost insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993).
8.6.7	Delete clause 8.6.7 and replace with the following: The Contractor and the Sub-Contractors shall effect and maintain at their own cost motor vehicle liability insurance with at least indemnification for "balance of third party" risks, including passenger liability with a limit of indemnity of not less than R2,5million.
8.6.8	Add the following clause to 8.6 The Contractor and the Sub-Contractors shall effect and maintain at their own cost any additional insurance, which they deem necessary to cover damage or loss or injury not insured in terms of the insurance effected by the Employer. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers the policy or policies of insurance and the receipts for payment of the current premiums. If the Contract entails manufacture and or assembly of the Works or part thereof on a site other than the Contract site, the Contractor must satisfy the Employer that all materials and equipment intended for incorporation into the Works are adequately insured during manufacture and assembly. If the Employer has an insurable interest in such works during manufacture or assembly, such interest shall be recorded by way of endorsement on the policies concerned. The Contractor shall furnish the appropriate insurance policies to the Employer within 28 days from the Commencement of Contract Date.
8.6.9	Add the following clause to 8.6 Submission of the Tender will be construed by the Employer as acceptance by the Contractor that he is satisfied with the insurance effected by the Employer supplemented by any additional insurance which he shall specify in the manner provided for in the Schedule of Rates.
8.6.10	Add the following clause to 8.6 The Contractor shall give all notices and observe all conditions and requirements imposed by any and all relevant insurance policies which shall be read as being part of the General Conditions of Contract and which shall be binding on the Contractor.

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
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GCC Clause	Information
8.6.11	<p>Add the following clause to 8.6</p> <p>In addition to any statutory obligations, or other requirements contained in the Conditions of Contract, the Contractor shall report in writing to both the Employer's Agent and the Employer's Insurance Brokers every accident within 48 hours of its occurrence, whether such accident is in respect of damage to persons or property. The report shall contain full details of the accident. The Employer's Agent and/or the Employer's Insurers shall have the right to make all and any enquiries either on the Site or elsewhere as to the cause and results of any such accident and the Contractor shall give the Employer's Agent and/or the Employer's Insurers full facilities for carrying out such enquiries.</p>
8.6.12	<p>Add the following clause to 8.6</p> <p>Negotiations on the settlement of claims under the insurance effected by the Employer shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Employer's Insurance Brokers.</p>
8.6.13	<p>Add the following clause to 8.6</p> <p>Any claims against the insurance effected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Policy as being the Deductible (First Amount Payable) as defined in the Policy.</p>
8.6.14	<p>Add the following clause to 8.6</p> <p>The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employ of the Contractor or any Sub-Contractor save and except an accident or injury resulting from any act or default of the Employer, its agents or servants and the Contractor shall be deemed to have indemnified and shall keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.</p>
8.6.15	<p>Add the following clause to 8.6</p> <p>The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether selected or otherwise) for an amount of R2million per occurrence against the liability stated in Sub-Clause 8.6.6 with a registered Insurer approved by the Employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall submit to the Employer's Agent such policy of insurance and the receipt of payment of the current premium. Provided always that in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure as aforesaid under this Sub-Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy of insurance but the Contractor shall require such Sub-Contractor to produce to the Employer's Agent such policy and the receipt for payment of the current premium.</p>
8.6.16	<p>Add the following clause to 8.6</p> <p>If the Contractor shall fail to effect and keep in force the insurances referred to in this Clause or for any other insurance which he may be required to effect in terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any</p>

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
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GCC Clause	Information
	monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
8.6.17	Add the following clause to 8.6 The Contractor shall ensure that all proposed and appointed Sub-Contractors are fully aware of the contents of Clause 8.6.1, 8.6.2 and any applicable insurances.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
10.4.2	Dispute resolution shall be by arbitration if amicable settlement and adjudication have failed.
10.5.3	The adjudication board shall consist of one member.
10.7.1	The determination of disputes shall be by Arbitration
7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows: In the first line, correct the spelling of 'therefore'.

Variations to General Conditions of Contract

Add the following Table:

3.2.4	<p>Employer's Agent for Health and Safety</p> <p>Replace Clause 3.2.4 with the following:</p> <p>'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).'</p> <p>Add the following at the end of the above new replacement Clause 3.2.4:</p> <p>'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope Of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.'</p>
5.1.1.2	<p>Time Calculations</p> <p><i>SEPARATE THE PHRASE</i></p> <p>"shall be excluded from the calculation of the time-span concerned."</p> <p><i>BY MOVING IT ONTO A NEW LINE AS A NEW PARAGRAPH, AND PROMOTE THAT PARAGRAPH BY ONE PARAGRAPH LEVEL TO A POSITION WHERE IT FORMS THE LAST PART OF SUB-CLAUSE 5.1.1, SO THAT SUB-CLAUSE 5.1.1.2 READS AS FOLLOWS:</i></p> <p>5.1.1.2 The day on which the time-span commences shall be excluded from the calculation of the time-span concerned."</p>
5.3.3	<p>Time to instruct Commencement of the Works</p> <p>Delete Clause 5.3.3 and replace with the following:</p> <p>The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.</p>

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

PART 2: Data Provided by The Contractor

GCC Clause	Information																											
Clause 1.1.1.9	The name of the Contractor is																											
Clause 1.2.1.2	<p>The address of the Contractor is:</p> <table> <tr> <td>Physical</td><td>Postal</td><td>Tel:</td></tr> <tr> <td>.....</td><td>.....</td><td></td></tr> <tr> <td>.....</td><td>.....</td><td>Fax:</td></tr> <tr> <td>.....</td><td>.....</td><td></td></tr> <tr> <td>.....</td><td>.....</td><td></td></tr> <tr> <td>.....</td><td>.....</td><td>Email:</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </table>	Physical	Postal	Tel:	Fax:	Email:
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Clause 6.8.3	<p>The variation in cost of special materials is</p> <table> <tr> <td>Type</td><td>Unit</td><td>Rate</td></tr> </table> <p style="text-align: center;">NOT APPLICABLE</p>	Type	Unit	Rate																								
Type	Unit	Rate																										

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TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

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CONTRACT NO. MW/46/2/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF
WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL
MUNICIPALITY (WARD 9 & 13)**

Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

PERFORMANCE GUARANTEE

Guarantor Details and Definitions

"Guarantor" means

Physical address
.....

"Employer" means Mhlathuze Water

"Contractor" means

"Works" means
.....

"Employer's Agent" 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

FIXED

(insert variable or Fixed)

UPON ISSUING OF COMPLETION CERTIFICATE

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

"Expiry date" means

(Give date) or any 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 Completion of Works as defined in the Contract

Blasting Indemnity

Given by _____

*Company Registration No. _____

Address _____

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by _____ in his capacity as the Contractor's

_____ duly authorised hereto by a resolution of the Contractor dated

_____ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the Mhlathuze Water (hereinafter called the Employer) for,

_____ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Employer by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Employer in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Employer in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNED AT:

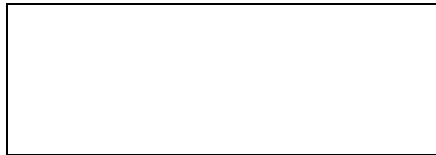
GUARANTOR (1)

DATE

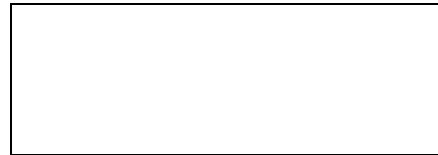
SIGNATURE

CAPACITY

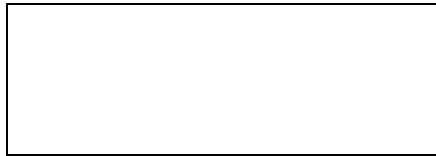
TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)



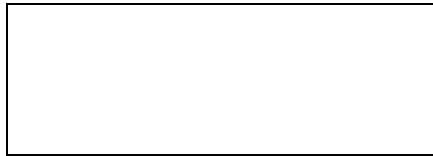
GUARANTOR (2)



SIGNATURE



DATE



CAPACITY



WITNESS (1)



SIGNATURE



WITNESS (2)



SIGNATURE

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF
WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL
MUNICIPALITY (WARD 9 & 13)**

Adjudication

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

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

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CONTRACT NO. MW/46/2/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF
WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL
MUNICIPALITY (WARD 9 & 13)**

Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN Error! Reference source not found.
(HEREINAFTER CALLED THE "EMPLOYER") AND**

(Contractor/Mandatory/Company/CC Name)

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

I,

representing

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

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

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.:

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

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

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

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

Signed at _____ on the _____ day of
20 _____

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at _____ on the _____ day of
20 _____

SIGNED BY/ON BEHALF OF MHLATHUZE WATER

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

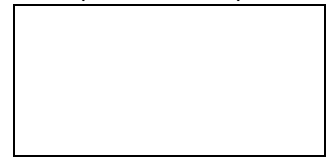
TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)



NAME



SIGNATURE



DATE

Occupational Health and Safety Conditions

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

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

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

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

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

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

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

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

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

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

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

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

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

Part C2: Pricing Data and Bill of Quantities

- 0 Pricing Instructions
- 0 Bill Of Quantities

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

Pricing Instructions

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

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

%	=	_____	per cent
m ² .pass	=	_____	square metre-pass
h	=	_____	hour
m ³	=	_____	cubic metre
ha	=	_____	hectare
m ³ .km	=	_____	cubic metre-kilometre
kg	=	_____	kilogram
MN	=	_____	meganewton
kl	=	_____	kilolitre
MN.m	=	_____	meganewton-metre
km	=	_____	kilometre
MPa	=	_____	megapascal
km-pass	=	_____	kilometre-pass
No.	=	_____	number
kPa	=	_____	kilopascal
Prov sum	=	_____	Provisional sum
kW	=	_____	kilowatt
P C sum	=	_____	Prime Cost sum
•	=	_____	litre
sum	=	_____	lump sum
m	=	_____	metre
t	=	_____	ton (1 000 kg)

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

mm = _____ millimetre
W/day = _____ Work day
m2 = _____ square metre

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

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

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

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

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

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

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

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

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

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

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)
MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF
WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL
MUNICIPALITY (WARD 9 & 13)**

Bill of Quantities

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

Refer to the attached Bill of Quantities

ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTIT Y	RATE R	AMOUNT R
	SABS 1200 A	PRELIMINARY AND GENERAL				
	8.3	FIXED-CHARGE ITEMS				
1.1	8.3.1	Contractual Requirements	Sum	1		
1.2	8.3.2	Establish Facilities on the Site :				
		a) Facilities for Engineer (SABS 1200 AB)				
1.3	PSAB	Nameboards	Sum	1		
1.4	PSAB	Survey Facilities	Sum	1		
		b) Facilities for Contractor				
1.5		Offices and storage sheds	Sum	1		
1.6		Workshops	Sum	1		
1.7		Laboratories	Sum	1		
1.8		Living accommodation	Sum	1		
1.9		Ablution and latrine facilities	Sum	1		
1.10		Tools and equipment	Sum	1		
1.11		Water supplies, electric power and communications	Sum	1		
1.12		Dealing with water (Subclause 5.5)	Sum	1		
1.13		Access (Subclause 5.8)	Sum	1		
1.14		Plant	Sum	1		
1.15		Allow for land surveyor to set out all structures, lines etc.	Sum	1		
1.16	8.3.3	Other fixed-charge obligations	Sum	1		
1.17	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1		
1.18	PA	All work to ensure compliance with the provisions of the OSH Act 85 of 1993 and Regulations R1010 as published in Government Gazette on 18 July 2003. This item shall include all costs to provide a safety plan including the mentoring thereof, auditing thereof and reporting to the	Sum	1		
1.19	PB	All work to ensure compliance with the provisions of the Environmental management plan.	Sum	1		
	8.4	TIME-RELATED ITEMS				
1.20	8.4.1	Contractual Requirements	Sum	1		
1.21	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for duration of construction (SABS 1200 AB)				
	PSAB	Nameboards	Sum	1		
1.22	PSAB	Survey Facilities	Sum	1		
1.23	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)**

TOTAL CARRIED FORWARD						
ITEM	PAYMENT REFERS	DESCRIPTION	UNIT	QUANTIT Y	RATE R	AMOUNT R
TOTAL BROUGHT FORWARD						
1.24		Offices and storage sheds	Sum	1		
1.25		Workshops	Sum	1		
1.26		Laboratories	Sum	1		
1.27		Living accommodation	Sum	1		
1.28		Ablution and latrine facilities	Sum	1		
1.29		Tools and equipment	Sum	1		
1.30		Water supplies, electric power and communications	Sum	1		
1.31		Dealing with water (Subclause 5.5)	Sum	1		
1.32		Access (Subclause 5.8)	Sum	1		
1.33		Plant	Sum	1		
1.34	8.4.3	Supervision	Sum	1		
1.35	8.4.4	Company and head office overhead costs	Sum	1		
1.36	8.4.5	Other time-related obligations	Sum	1		
1.37	PA	All work to ensure compliance with the provisions of the OSH Act 85 of 1993 and Regulations R1010 as published in Government Gazette on 18 July 2003. This item shall include all costs to provide a safety plan including the mentoring thereof, auditing thereof and reporting to the Engineer, on a regular basis.	Sum	1		
1.38	PB	All work to ensure compliance with the provisions of the Environmental management plan.	Sum	1		
1.48		COMMUNITY LIASION OFFICER Allowance for R 230 000 for CLO reimbursement.	PC	1	R110,000.00	R110,000.00
1.49		Attendance, charges, etc., on item 1.48	%	110000		
TOTAL FOR SECTION 1 CARRIED FORWARD TO SUMMARY						

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		WATER INTERVENTIONS - WARDS 1,10,11,16 & 17				
2.1		BOREHOLES PUMP HOUSE STRUCTURE				
		Construction of Borehole Top Structure				
2.1.1		Allow for all Manhole excavations, construction, lockable steel cover and finishing. Complete as per the drawing	no	3		
2.2		MECHANICAL & ELECTRICAL EQUIPMENT				
2.2.1		Treat plant scheme for a single rising main	no			Rate Only
2.2.2		Supply and installation of two submersible pump capable of pumping 8m3/hr at a head of 105m directly coupled to 2.2KWH 3 phase motor, with pump suction inlet at 100m metres below ground level including control panel, electrodes, electrode cable, underground cables, float switch and various installation accessories	no	3		
		DISTRIBUTION INFRASTRUCTURE, BULK & RETICULATION NETWORK				
2.3		SITE CLEARANCE				
		Site Clearance				
2.3.1		Clear and grub vegetation and trees of girth up to 1m along the route of the mainline (within working servitude and excluding trees to be relocated)	m	18000		
2.4		EARTHWORKS & BEDDING				
		EARTHWORKS (PIPE TRENCHES)				
		Excavation, in all materials for trenches 0,7m wide, backfill, compact and dispose of surplus unsuitable material, for pipes up to 160mm nominal diameter for the following depths below. Rate to include for all temporary works including benching, shoring and dewatering where				
		Over Up to and including				
3.4.1		a) 0.0m 1.0m	m	13500		
3.4.2		b) 1.0m 2.0m	m	4500		
3.4.3		c) 2.0m 3.0m	m			Rate Only
3.4.4		Extra over Items for excavation in intermediate material	m3			Rate Only
3.4.5		Extra over Items for excavation in hard rock	m3			Rate Only
3.4.6		Hand excavation and backfill in soft material to prove existing services to a maximum depth of 2m (Rate to include for all temporary works including benching, shoring and dewatering where necessary):	m3			Rate Only
3.4.7		Excavate unsuitable material from trench bottom and dispose	m3			Rate Only
		Make up deficiency in backfill material,				
3.4.8		a) From other necessary excavations on site	m3			Rate Only
3.4.9		b) From designated borrow pits	m3			Rate Only
3.4.10		c) By importation from commercial sources	m3			Rate Only
3.4.11		b) From designated borrow pits	m3			Rate Only
3.4.12		c) By importation from commercial sources	m3			Rate Only
TOTAL CARRIED FORWARD						

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
3.4.13		d) By sieving from excavated materials Unstable trench bottom	m3			Rate Only
3.4.14		Supply and install 19 mm crushed stone	m3			Rate Only
3.4.15		Supply and install geotextile filter blanket (Grade A6) BEDDING Provision of bedding from trench excavation of:	m2			Rate Only
3.4.16		Selected fill and granular material Provision of bedding from approved borrow pits including all costs for additional handling and transport.	m3			Rate Only
3.4.17		Selected fill and granular material Provision of bedding from commercial or off site sources of.	m3			Rate Only
3.4.18		Selected fill and granular material	m3			Rate Only
3.5		PIPELINE Supply, handle, lay, bed on bedding for flexible pipes, join, test and disinfect, HDPE PE 100 potable water pipeline, complete with Plasson or Magnum Couplings, according to SABS ISO 4427 HDPE Class 16				
3.5.1		20mm dia.	m			Rate Only
3.5.2		25mm dia.	m			Rate Only
3.5.3		32mm dia.	m			Rate Only
3.5.4		50mm dia.	m	4500		
3.5.5		63mm dia.	m	1500		
3.5.6		90mm dia.	m	2000		
3.5.7		110mm dia. SPECIALS AND FITTINGS FOR PIPELINE HDPE Fittings	m	10000		
3.5.8		20mm dia.	No			Rate Only
3.5.9		25mm dia.	No			Rate Only
3.5.10		32mm dia.	No			Rate Only
3.5.11		50mm dia.	No	45		
3.5.12		63mm dia.	No	15		
3.5.13		90mm dia.	No	20		
3.5.14		110mm dia.	No	100		
3.5.15		Supply and install Standpipes, complete as detailed on the drawings	No	8		
3.5.16		Concrete supports to steel pipeline	No			Rate Only

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)**

TOTAL CARRIED FORWARD						
ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
3.5.17		Tanks 10 000 Litre water storage Jojo tank including necessary plumbing fittings and constructing the plinth complete	No			Rate Only
3.5.18		Construction of Tank Stand Allow for all brick work, excavations, construction, and finishing. Complete as per the drawing	No			Rate Only
3.5.19		Valves Supply and install non return valve, complete as detailed on the drawings	No			Rate Only
3.5.20		Scour valve chamber complete with valve and pipe fitting and specials to detail as per drawing. Works include excavation in all materials for Scour Valve chambers and structure, backfill, compact and dispose of	No			Rate Only
3.5.21		Air valve chamber complete with valve and pipe fitting and specials to detail as per drawing. Works include excavation in all materials for Scour Valve chambers and structure, backfill, compact and dispose of	No.			Rate Only
3.5.22		Markers Pipeline markers for water line routes indication	No	18		
3.6		STORAGE FACILITIES				
3.6.1		Construction of 30kl including Tank Stand Supply, install 30 kl capacity rectangular pressed steel Tank with a 9m high stand including a bladder, walkway and landing platforms.	No			Rate Only
3.7		ELECTRICAL AND MECHANICAL - SUPPLY AND INSTALLATION				
3.7.1		Allow for a complete installation of a Four Panel Solar Panel Structure including foundation structure complete with all necessary electrical installation as per the drawing	No			
3.8		FENCING				
3.8.1		Steel Palisade Fence around boreholes	Sum	1		Rate Only
3.8.2		Supply and Installation of Steel Palisade Fence around Elevated JoJo	Sum			Rate Only
3.8.3		Steel Palisade Fence around 30KL Tank	Sum			Rate Only
3.11		WATER TREATMENT WORKS PLANT				
3.11.1		Allow provisional sum for upgrading Mshudu plant to augment supply Masondo and Ndwangu	Sum	1	R 8,000,000.00	R 8,000,000.00
TOTAL CARRIED FORWARD TO SUMMARY						

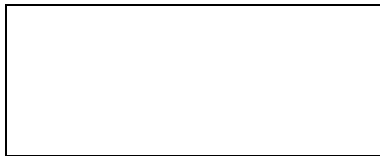
Summary of Bill of Quantities

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TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

**TIME FOR COMPLETION OF CONTRACT:
AS STATED IN THE FORM OF OFFER.**

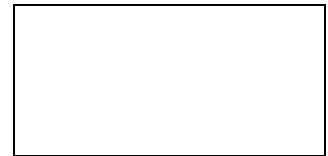
SIGNED BY/ON BEHALF OF TENDERER



NAME



SIGNATURE



DATE



COMPANY STAMP

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF
WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL
MUNICIPALITY (WARD 9 & 13)**

Declaration

(In respect of completeness of Tender)

MHLATHUZE WATER

Cnr Battery Bank And South Ardenol Alton

RICHARDS BAY

3900

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part 0 of this Contract Document comprising pages + the Bill of Quantities comprising 11 pages in consecutive order upon which my/our tender for the **CONTRACT NO: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)**

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

- 0 C3.1 Description Of The **Works**
- 0 C3.2 **Engineering**
- 0 C3.3 **Procurement**
- 0 **Error! Not a valid result for table.**
- 0 C3.5 **Management**
- 0 C3.6 **Annexes**

Status

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

Drawings

Scope of Work

Specifications

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

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

C3.1.2 Overview of the Works

Seven adequately equipped production boreholes in the identified areas of uMhlabuyalingana. Reinstating two of the existing boreholes to working boreholes.

C3.1.3 Extent of the Works

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

Location	Description of Scope
Ward 9	Upgrade Shemula WTP from 7MI plant to 14 ML/day Construct 5 km of 110 mm reticulation lines
Ward 13	Construct 3 Km reticulation of various sizes (50-90mm) Equipping 3 borehole with associated pipeworks Construct 5 km of 110 mm reticulation lines Construct 3 Km reticulation of various sizes (50-90mm)

C3.1.4 Location of the Works

Ward 9& 13 of the uMhlabuyalingana Local Municipality is situated in the North-West of Manguzi town, the municipality's Central Business District. The works to be executed include the upgrade of the Shemula water treatment plant in ward 9 and equipping of boreholes in ward 13, as well as the construction of pipelines ranging from 50 to 110 mm in both wards.

C3.1.5 Description of Site and Access

The site is wards 9 & 13 of the uMhlabuyalingana Local Municipality, approximately 50 Km from Manguzi. The access to the areas of work is through the R 22 Provincial road and the Gravel roads up to the final destination of the works.

C3.1.6 Temporary works

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

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

C3.1.7 Engineering

C3.1.7.1 Drawings

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

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

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

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

C3.1.7.2 Design Procedures

All statutory requirements shall be taken into consideration.

C3.1.7.3 Construction

C3.1.7.4 Works Specifications

C3.1.7.5 Applicable SANS 2001 Standards

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

C3.2 ENGINEERING

Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design _____ Employer

Documentation to tender stage _____ Employer

Detail design to approved for construction stage _____ Employer

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

C3.2.1 Temporary works _____

Contractor, design and drawings to be approved by the Employer

C3.2.2 Employer's Design

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

C3.2.3 Drawings

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

The Contractor shall ensure that accurate records are kept of all infrastructure installed or relocated during the contract. A marked-up set of drawings shall also be **kept and updated by**

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS
FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9&13)
the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

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

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

C3.2.3 Design Procedures

All statutory requirements shall be taken into consideration.

MHLATHUZE WATER

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TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

C3.3.1.1 Requirements

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

C3.3.1.2 Resource Standard Pertaining to Targeted Procurement

Refer to C1.3.

C3.3.2 Subcontracting

C3.3.2.1 Scope of Mandatory Subcontract Works

Not applicable.

C3.3.2.2 Preferred Subcontractors / Suppliers

Refer to C1.4.

C3.3.3 Subcontracting Procedures

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

C3.3.4 Attendance on Subcontractors

Not applicable.

MHLATHUZE WATER

CONTRACT NO. MW/46/2/2022/2023

TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR IMPLEMENTATION OF WATER INTERVENTIONS FOR HOT SPOT AREAS AT UMHLABUYALINGANA LOCAL MUNICIPALITY (WARD 9 & 13)

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.2 Applicable SANS 2001 Standards

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

SABS 1200 A	<hr/>
SABS 1200 AB	<hr/>
SABS 1200 C	<hr/>
SABS 1200 LC	<hr/>
SABS 1200 LF	<hr/>
SABS 1200 G	<hr/>
SABS 1200LE	<hr/>
SANS 10299:2003	<hr/>
Development, Maintenance and Management of Groundwater	<hr/>
SANS 241 – 1:2015	<hr/>
C3.4.3 Drinking Water	

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

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

C3.4.4 Particular Specifications

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

C3.4.5 Health and Safety Regulations

C3.4.5.1 Environmental Management Plan

C3.4.5.2 Drawings

C3.4.6 Site Establishment

C3.4.6.1 Services and facilities provided by the Employer

Area for Contractor's site establishment

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer at the clarification meeting. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

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

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

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

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

C3.4.6.2 Facilities provided by the Contractor

Facilities for Engineer

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

Office accommodation

Carports

Meeting venue

Contract nameboard

Telephone facilities

Computer facilities

(a) Microsoft Windows 7

(b) MS-Office 2010

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

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

vii Electricity supply for the Engineer

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

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

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such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

Water

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

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

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

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

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

Electricity

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

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

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

Excrement disposal

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

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

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

Permits and wayleaves

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

C3.4.7 Features requiring special attention

C3.4.7.1 Site maintenance

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

C3.4.7.2 Subcontractor

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

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

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

C3.4.7.3 Employment of local labour

It is intended that the contractor must make the maximum possible use of the local labour force which is at present under-employed. To this end the Contractor shall limit the use of non-local staff to key personnel only and is to employ local labour on this Contract as set out in 3.3.3.1 and C 3.3.3.2.

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

The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

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

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

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

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

C3.4.7.4 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format.

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The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

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

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

C3.4.7.5 Construction in restricted areas

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

C3.4.7.6 Notices, signs, barricades and advertisements

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

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

C3.4.7.7 Workmanship and quality

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The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

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

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

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

C3.4.7.8 Survey control and setting out of the works

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

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

C3.4.7.9 Extension of time due to abnormal rainfall

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

C3.4.7.10 Construction Equipment

C3.4.7.10.1 Requirements for Equipment

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

C3.4.7.10.2 Existing Services

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

C3.4.7.11 Variations and Additions to the SANS 1200 Standardised Specifications

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

C3.4.7.12 VARIATIONS AND ADDITIONS TO THE STANDARD SANS 1200 SPECIFICATIONS

SABS 1200 A: general

PSA2.8 Schedule of Quantities

PSA2.8.1 Principle:

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

PSA3 MATERIALS

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PSA7 TESTING

PSA7.2 Approved Laboratories

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

PSA8.2 PAYMENT

PSA8.2.2 Time-Related Items

Add the following:

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

PSA8.5 COMMUNITY LIAISON OFFICER

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

PSA9* RECORD DRAWING INFORMATION

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

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

PSA11* SITE INSTRUCTIONS

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

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative. Reasonable notice time shall be allowed prior

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to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing.

SABS 1200 AB: ENGINEER'S OFFICE

PSAB MATERIALS

PSAB3.1 NAME BOARDS

Add the following:

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

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

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

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

PSAB3.2 OFFICE BUILDING(S)

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

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

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

One desk and 2 chairs

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One plan rack

One notice board of 2 m2 size

One whiteboard of 2 m2 size

Two power points

Heater/air conditioner

PSAB4 PLANT

PSAB4.1 TELEPHONE

Replace clause 4.1 with the following:

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

PSAB5.6* SURVEY EQUIPMENT

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

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

_____ 1 engineers level and levelling staff

_____ 2 tacheometer staves graduated metrically.

_____ 1 steel tape of 100 m length.

Wooden and steel pegs and hammers as required.

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

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

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C3.5 MANAGEMENT

C3.5.1 Management of the Works

Applicable SANS 1921 Standards

As specified under Clause 3.4.

Particular Specification

As specified under Clause 3.4.

C3.5.2 Planning and Programming

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

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

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

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

C3.5.3 Sequence of The Works

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

Software Application for Programming

Not applicable.

C3.5.4 Methods And Procedures

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

C3.5.5 Quality Plans and Control

A Quality Management Plan must be submitted for approval.

An ISO 9001:2015 certified system will be preferred.

C3.5.6 Environment

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

C3.5.7 Other Contractors on Site

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

Testing, Completion, Commissioning and Correction of Defects

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

C3.5.8 Recording of Weather

Refer to C3.4.2.6.

C3.5.9 Format of Communications

All contractual communication shall be in writing.

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

Site Communication and Request Book.

Safety File containing all relevant safety data.

Daily register of all labour, plant and equipment.

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

One full set of Contract Drawings and documents.

Latest revision of the Construction Programme.

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

C3.5.10 Key Personnel

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

C3.5.11 Management Meetings

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

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

C3.5.12 Forms for Contract Administration

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

C3.5.13 Electronic Payments

Not applicable.

C3.5.14 Daily Records

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

C3.5.15 Bonds And Guarantees

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

C3.5.16 Payment Certificates

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

C3.5.17 Permits

Not applicable.

C3.5.18 Proof of Compliance with the Law

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

C3.5.19 Insurance Provided by the Employer

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

C3.5.20 Health and Safety Requirements and Procedures

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document.

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

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

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

C3.5.21 Protection of the Public

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

C3.5.22 Barricades and Lighting

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

C3.5.23 Measures Against Disease and Epidemics

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

C3.5.24 Aids Awareness

As per the Contractor's Health and Safety Plan.

C3.5.25 COVID-19 Compliance

As per the Contractor's Health and Safety Plan.

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Annex Health and Safety Specifications Provided by the Employer

The MHLATHUZE WATER shall provide the relevant organisational Health and Safety Specifications.

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Annex Construction Environmental Management Plan

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

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Annex Drawings

Issued Separately

NOTE:

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