



NEWCASTLE MUNICIPALITY

TECHNICAL SERVICES – PROJECT MANAGEMENT UNIT

**TENDER No: A068 - 2023/24
BID DOCUMENT**

**PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS
WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.**

**MINIMUM CIDB GRADING 4 CE or higher.
TENDER CLOSING DATE: 05 June 2024**

**ISSUED BY:
Newcastle Municipality
Private Bag X6621
Newcastle
2940**

**PREPARED BY:
Newcastle Municipality
Private Bag X6621
Newcastle
2940**

Contact Person:
Mr M. Nduku
Tel: 034 328 7898
e-mail: pmu@newcastle.gov.za

Name of Tenderer _____

Address _____

Phone No _____

Fax No: _____

Cellular No: _____

E-mail Address: _____

Contact Person: _____

Sealed tender document must be deposited in the Tender Box provided in the 1st Floor, Newcastle Municipality Civic Centre, 37 Murchison Street, Newcastle by not later than 12:00hrs on 05 June 2024 when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

NEWCASTLE MUNICIPALITY
CONTRACT NO: A068 - 2023/24

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	02 May 2024
ESTIMATED CIDB CONTRACTOR GRADING	:	4CE or Higher
CLARIFICATION MEETING	:	Not applicable
VENUE FOR CLARIFICATION MEETING	:	N/A
CLOSING DATE	:	Wednesday, 05 June 2024
CLOSING TIME	:	12H00
CLOSING VENUE	:	Tender Box, located at Newcastle Municipality Offices, 37 Murchison Street, 1 st Floor, Newcastle

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

**PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.**

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

NEWCASTLE MUNICIPALITY

In terms of section 110 of the municipal finance management act, 2003 (no. 56 of 2003), tenders are hereby invited for panel of contractors for water and sanitation construction projects within Newcastle on as and when required basis for a period of three (3) years.

Tenderers should have a CIDB contractor grading 4CE PE or higher.

A compulsory clarification meeting is not applicable in this panel for Contractors. All questions and queries will be handled through email to pmu@newcastle.gov.za. All prospective tenders are encouraged to register their emails under this email to receive all tender related queries and answers.

Bid documents are obtainable from **05 June 2024**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively, the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).**

Banking Details - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Ms Dalene Marais

Telephone no.: 034 328 7769

Technical enquiries: Mr. M Nduku

Telephone no.: 034 328 7898

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system will only be apply when sourcing quotations on rotational basis from the existing panel of qualifying professional service providers and thereon the acceptable/successful bidder will be required to execute the contract.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and twenty (120) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid No.: A068 - 2023/24 PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 05 June 2024** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference or Tender Data.

Minimum functional requirements: Services providers or Contractors that submitted acceptable bids and that scored at least the minimum of **70%** or more on functionality will qualify to serve on the Panel in that category and whereas those who score less than 70% will be regarded as submitting non-responsive bid and will be disqualified. Being enlisted on the panel doesn't guarantee contractors any job opportunities.

Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers. (Please refer to MBD 6.1)

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

Mr. Z.W Mcineka
Municipal Manager

PART A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY					
Bid Number	A068 - 2023/24	Closing Date	05 June 2024	Closing Time	12h00
Description	PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL) 37 MURCHISON STREET NEWCASTLE 2940					
SUPPLIER INFORMATION					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
Preferential points (80/20) or (90/10)	Price = 80 / 90		Preferent points = 20 / 10		Total = 100
Specific Contract Participation Goals			20	10	Tick for claim
Black people (Equity HDI's)			8	4	
Black people with disability/youth			4	2	
Black people who are women			4	2	
Locality (within Amajuba district)			4	2	
TOTAL HDI SCORE			20	10	
Total Number of Items Offered			Total Bid Price: Price offers not considered at this stage.		
Signature of Bidder			Date:		
Capacity under which this bid is signed:					
ENQUIRIES MAY BE DIRECTED TO:					
Bidding Procedure Enquiries			Technical enquiries		
Contact person	Mr Sabelo Vilakazi or Mrs D Marais		Mr M Nduku		
Telephone number	034 328 7818 or 034 328 7769		034 328 7898		
E-mail address	Sabelo.Vilakazi@newcastle.gov.za		Mzikayise.nduku@newcastle.gov.za		
	Dalene.Marais@newcastle.gov.za				

PART B

MBD1

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, (Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019.) and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.	

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.3 sets out Additional Conditions of Tender.

T1.2.1 Standard Conditions of Tender

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see www.cidb.org.za). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers. (See pages 5 - 13)

Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

C.1 General

C.1.1 Actions

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

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

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

- C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
- C.1.2 Tender Documents**
The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
- C.1.3 Interpretation**
- C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- C.1.4 Communication and employer's agent**
Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
- C.1.5 Cancellation and Re-Invitation of Tenders**
- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised;
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
- C.1.6 Procurement procedures**

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the

-
- signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
-

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total

shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 Variations to the Standard Conditions of Tender

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

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

Clause number	Data
C.1.1 ACTIONS	<p><i>Add the following:</i></p> <p>The Employer is NEWCASTLE MUNICIPALITY, represented by Mr. B. Mnguni</p>
C.1.2 TENDER DOCUMENTS	<p>The bid documents issued by the Employer comprise:</p> <p>The Tender</p> <p>Part T1: Tendering Procedures T1.1 Tender Notice And Invitation To Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents T2.1 List Of Returnable Documents T2.2 Returnable Schedules</p> <p>The Contract</p> <p>Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Tenderer's Direct Participation of Targeted Enterprises C1.5 Performance Guarantee C1.6 Adjudication C1.7 Occupational Health And Safety Agreement</p> <p>Part C3: Scope Of Work C3.1 Description Of The Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Annexes</p> <p>Part C4: Site Information C4.1 Locality Plan C4.2 Conditions on site</p> <p>Tender and / or Document Deposit</p>

	<p>A non-refundable deposit of R 300 per document payable by cash or crossed cheque made out in favour of Newcastle Municipality is required on collection of the tender documents.</p>
<p>C1.4 COMMUNICATION & EMPLOYERS AGENT</p>	<p><i>Add the following:</i> Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p> <p>The Employer's Agent is: Consulting Engineer to be appointed by Newcastle Municipality.</p>
<p>C.2 TENDERER'S OBLIGATIONS C.2.1 ELIGIBILITY</p>	<p><i>Add the following after C.2.1:</i></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p style="text-align: center;">A. Construction Industry Development Board (CIDB) Registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 4CE class of construction work, are eligible to have their tenders evaluated.</p> <p style="text-align: center;">B. Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 4CE class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations <p>Tenderers are to note that work will be allocated as per the CIDB grading requirements. Therefore, no tenderer will be allocated work that is more than the tenderer's current CIDB grading.</p>
<p>C.2.7 CLARIFICATION MEETING</p>	<p>The will be no briefing session for these project.</p>
<p>C.2.12 ALTERNATIVE TENDER OFFERS</p>	<p><i>Add the following after C.2.12.2:</i></p> <p>A. If a tenderer wishes to submit an alternative offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly</p>

	<p>marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.</p> <p>B. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>C. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>D. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule A11: Alterations / Amendments By Tenderer in T2.2 Returnable Schedules.</p>
<p>C.2.13 SUBMITTING A TENDER OFFER</p>	<p>A. <i>Add the following at the end of C.2.13.3:</i> Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.</p> <p>B. <i>Add the following after the first sentence of C.2.13.5:</i> The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>C. <i>Add the following after the first sentence of C.2.13.5:</i></p>

	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box : Newcastle Municipality Offices, 1st Floor</p> <p>Physical address : 37 Murchison Street, Newcastle</p> <p>Identification details : Tender number – A068 – 2023/24</p> <p>Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO: A068 - 2023/24-PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS." on the envelope, must be placed in the appropriate official tender box at the abovementioned address.</p> <p><i>D. Add the following after C.2.13.6:</i> A two-envelope procedure as described in C.3.5 will not be followed.</p>
<p>C.2.15 CLOSING TIME</p>	<p><i>Add the following:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
<p>C.2.16 TENDER OFFER VALIDITY</p>	<p><i>Add the following:</i></p> <p>The tender offer validity period is 120 days.</p>
<p>C.2.17 CLARIFICATION OF TENDER AFTER SUBMISSION</p>	<p><i>Add the following:</i></p> <p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
<p>C.2.23 CERTIFICATES</p>	<p><i>Add the following:</i></p> <p>The tenderer is required to submit the following certificates with the tender:</p> <p>A. Certificate of Contractor Registration (CIDB) Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document 0 in Part T2, page 85).</p>

	<p>B. Tax Clearance Certificate/ Tax Pin Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. (Document 0 in Part T2, page 86).</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.</p> <p>C. Tenders exceeding R10 million Where the tendered amount inclusive of VAT exceeds R10 million:</p> <ul style="list-style-type: none"> i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B3 in Part T2, page 87).</p>
	<p>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.</p>
<p>C.3.4 OPENING OF TENDER SUBMISSIONS</p>	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time : 12:00, Wednesday, 05 June 2024 Location : 1st Floor, Newcastle Municipality Offices, 37 Murchison Street, Newcastle</p> <p>Tenders will be opened immediately after the closing time for tenders at 12:00.</p>
<p>C.3.5</p>	<p><i>Add the following:</i></p>

<p>TWO ENVELOP SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>								
<p>C.3.8 TEST FOR RESPONSIVENESS</p>	<p>Add the following after C.3.8.2:</p> <p>Tenders will be considered non-responsive if:</p> <ul style="list-style-type: none"> • the tender is not in compliance with the Scope of Work; • the tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance. • the tenderer does not comply with the Contractor's CIDB grading designation specified in C.2.1.1 above. • The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. • The tenderer has failed to tender a Contract Participation Goal in respect of Targeted Labour (CPG₂) of at least the minimum percentage specified (if so specified). 								
<p>C.3.11 EVALUATION OF TENDER OFFERS C.3.11.1 GENERAL</p>	<p>Add the following: The procedure for the evaluation of responsive tenders is Method 4 where the total number of adjudication points achieved, $T_{EV} = N_{FO} + N_P + N_Q$.</p> <p>where:</p> <ul style="list-style-type: none"> • N_{FO} is the number of tender evaluation points awarded for the financial offer. • N_P is the number of tender evaluation points awarded for preference. • N_Q is the number of tender evaluation points awarded for quality. 								
<p>C.3.11.2 SCORING FINANCIAL OFFERS</p>	<p>Add the following new sub Clause: The financial offer will be scored using Formula 2 (Option 1)</p> <p>The value of W1 is: 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000.00; or 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p>								
<p>C.3.11.3 SCORING PREFERENCES</p>	<p>Add the following new sub clause: Points will be awarded to tenderers who complete, as relevant, and include in their tender submissions, the following duly completed Preference Schedules/Forms which are included in T2.2 Returnable Documents of the tender document as follows:</p> <p>Points awarded will be according to a tenderer's HDI contributor and summarised in the table below:</p> <table border="1" data-bbox="595 1816 1465 2018"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>1. Price</td> <td>80</td> </tr> <tr> <td>2. Specific Contract Participation Goals</td> <td>20</td> </tr> <tr> <td>2.1 Historically Disadvantaged Individuals</td> <td>16</td> </tr> </tbody> </table>		POINTS	1. Price	80	2. Specific Contract Participation Goals	20	2.1 Historically Disadvantaged Individuals	16
	POINTS								
1. Price	80								
2. Specific Contract Participation Goals	20								
2.1 Historically Disadvantaged Individuals	16								

	2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
	2.1.2 Who is female	4		
	2.1.3 Who has a disability	2		
	2.1.4 Who's youth	2		
	2.2 Other Specific goals (Local Economic Development goals of the RDP)		4	
	2.2.1 Business operations within Amajuba District	4		
	2.2.2 Business Operations within KwaZulu-Natal Province	2		
	2.2.3 Business operations within South Africa	0		
	Total points for Price and HDI principles must not exceed		100	

C.3.11.4 SCORING QUALITY

Add the following new sub clause:

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality as detailed in the table below:

Tenderers are to tick the category/s being tendered for evaluation

Item No.	Category	Tick Tendered Category
1.	Water	
2.	Sanitation	

Leaving the above table unticked will render the tenderer non-responsive.

DETAILED BREAKDOWN OF QUALITY POINTS

The bid shall be evaluated in stages as follows: -

Stage 1: Administrative compliance

Stage 2: Functionality criteria

Stage 3: Objective Criteria

1.1 Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

- Water and lights account in the name of tendering entity

- Tax Status, CSD registration
- Verification if not listed under tender defaulters.
- Signing of MBD 1
- Declaration of interest – MBD 4
- All forms must be completed in full.

1.2 Functionality / Evaluation criteria

Only contractors that have achieved 70% will be further evaluated for the next stage.

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under Section B3 "Additional Functionality Documents".

Tenderers are required to meet a minimum Quality Score of **70%** based on the criteria listed below. A score of less than 70% for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.

WATER RETICULATION AND BULK INFRASTRUCTURE

Evaluation Criteria	Maximum Points
1. Experience of Tenderer and Completed Projects	35
2. Qualifications and Experience	25
3. Financial Resources	15
4. Plant and Equipment	25
Total Evaluation Points	100

DETAILED BREAKDOWN OF QUALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Experience of Tenderer and Completed Projects	35	
1.1 Tenderer's experience	35	
This sub-criterion covers the experience of the company in the construction of water reticulation and bulk infrastructure projects including WTW, reservoirs, pump stations, boreholes and pressure tanks. This is reflected by the number of water reticulation and bulk infrastructure projects completed by the company to the value of R4 000 000 or more in the past 7 years. (contactable references to be provided)		
1.1.1 Has completed 5 or more water reticulation and bulk infrastructure projects		35
1.1.2 Has completed 4 water reticulation and bulk infrastructure projects		28
1.1.3 Has completed 3 water reticulation and bulk infrastructure projects		21
1.1.4 Has completed 2 water reticulation and bulk infrastructure projects		14
1.1.5 Has completed 1 water reticulation and bulk infrastructure project		7

1.1.6 Has completed 0 water reticulation and bulk infrastructure project		0	
<p>Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in Schedule A5 (page 36) of the Returnable Documents.</p> <p>BOTH documents mentioned above must be submitted, failing to do so will result to zero scoring (i.e. Letters of Appointment and Completion Certificates)</p>			
Criteria 2: Qualifications and Experience		25	
2.1 Qualified Contracts Manager (CM)		10	
<p>This sub-criterion covers qualification and experience of the proposed Contracts Manager. Seven (7) years' experience as a Contracts Manager in water reticulation and bulk infrastructure projects as well as National Diploma in the Built Environment. Where the CM has no qualification or no experience, zero (0) points will be allocated.</p>			
2.1.1 If CM has 7 years' experience and has completed similar projects with National Diploma in the Built Environment.		10	
2.1.2 If CM has 6 years' experience and has completed similar projects with National Diploma in the Built Environment.		9	
2.1.3 If CM has 5 years' experience and has completed similar projects with National Diploma in the Built Environment.		7	
2.1.4 If CM has 4 years' experience and has completed similar projects with National Diploma in the Built Environment.		6	
2.1.5 If CM has 3 years' experience and has completed similar projects with National Diploma in the Built Environment.		4	
2.1.6 If CM has 2 years' experience and has completed similar projects with National Diploma in the Built Environment.		3	
2.1.7 If CM has 1 years' experience and has completed similar projects with National Diploma in the Built Environment.		1	
<p>Note: The CV and certified copies of Academic Qualifications of the proposed CM must be submitted under "Returnable Documents", Schedule A10, page 44). The Contractor must ensure that the minimum qualification and experience level of the actual appointed CM is as per the submitted CV. (The required minimum qualification for the CM is a National Diploma in either Civil Engineering, Quantity Surveying or Project Management). (contactable references to be provided)</p>			
2.2 Qualified Site Agent (SA)		5	
<p>This sub-criterion covers qualification and experience of the proposed Site Agent. Five (5) years' experience as a Site Agent in water reticulation and bulk infrastructure projects as well as National Diploma in Civil Engineering. Where the SA has no experience, zero (0) points will be allocated.</p>			
2.2.1 If SA has 5 years' experience and has completed similar projects with National Diploma in Civil Engineering.		5	
2.2.2 If SA has 4 years' experience and has completed similar projects with National Diploma in Civil Engineering.		4	
2.2.3 If SA has 3 years' experience and has completed similar projects with National Diploma in the Built Environment.		3	
2.2.4 If SA has 2 years' experience and has completed similar projects with National Diploma in Civil Engineering.		2	

2.2.5 If SA has 1 year experience and has completed similar projects with National Diploma in Civil Engineering.		1	
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum qualification and experience level of the actual appointed SA is as per the submitted CV. (contactable references to be provided)			
2.3 Qualified General Foreman (GF)		5	
This sub-criterion covers experience of the proposed General Foreman. Five (5) years' experience as a General Foreman in water reticulation and bulk infrastructure projects. Where the GF has no experience, zero (0) points will be allocated.			
2.3.1 If GF has 5 years' experience and has completed similar projects		5	
2.3.2 If GF has 4 years' experience and has completed similar projects		4	
2.3.3 If GF has 3 years' experience and has completed similar projects		3	
2.3.4 If GF has 2 years' experience and has completed similar projects		2	
2.3.5 If GF has 1 year experience and has completed similar projects		1	
Note: The CV of the proposed GF must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum experience level of the actual appointed GF is as per the submitted CV. (contactable references to be provided)			
2.4 Qualified Safety Officer (SO)		5	
This sub-criterion covers experience of the proposed Safety Officer. Five (5) years' experience as a Safety Officer with National Diploma in Safety Management or SAMTRAC. Where the SO has no experience, zero (0) points will be allocated.			
2.4.1 If SO has 5 years' experience as SO with National Diploma in Safety Management or SAMTRAC		5	
2.4.2 If SO has 4 years' experience as SO with National Diploma in Safety Management or SAMTRAC		4	
2.4.3 If SO has 3 years' experience as SO with National Diploma in Safety Management or SAMTRAC		3	
2.4.4 If SO has 2 year experience as SO with National Diploma in Safety Management or SAMTRAC		2	
2.4.5 If SO has 1 year experience as SO with National Diploma in Safety Management or SAMTRAC		1	
Note: The CV and certified copies of Academic Qualifications of the proposed SO must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum qualification and experience level of the actual appointed SO is as per the submitted CV. (contactable references to be provided).			
Criteria 3: Financial Resources		15	
3.1 Financial Status (Bank Ratings)		15	
Note: Tenderes are required to attach a Bank Rating Certificate from a Registered Financial Institution to Schedule A26 (page 84) of the Returnable Documents.			

Undoubted for the amount of your enquiry (Code A)	15	
Good for the amount of your enquiry (Code B)	14	
Good for the amount quoted, if strictly in the way of business (Code C)	13	
Fair trade risk for the amount of your enquiry (Code D)	10	
Figures considered too high (Code E)	5	
Financial position unknown (Code F)	0	
Occasional dishonours (Code G)	0	
Frequent dishonours (Code H)	0	
Criteria 4: Plant and Equipment	25	
<p>Note: Full points will be allocated for plant and equipment proof of access by the Tenderer and which will be available for the project should the Tenderer be successful.</p> <p>Points for hired plant will only be allocated if an original Letter of Intent and certified copies of log books, not older than three months certified are attached from a Plant Hire Company.</p> <p>Tenderers owning the plant are required to attach certified copies of log books, not older than three months certified, and a signed letter of undertaking that the plant is owned by the tenderer in order for the points to be allocated.</p> <p><i>Details of owned and hired plant and equipment are to be entered in Schedule A7(page 40) of the Returnable Documents.</i></p>		
1 x 25t excavator	7	
3 x Tractor Loader Backhoe (TLB)	9	
1 x 10m3 capacity tip truck	3	
1 x Bomag pedestrian roller	3	
1 x water truck (11000l or larger)	3	
TOTAL EVALUATION POINTS SCORE FOR QUALITY	100	
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		

SANITATION RETICULATION AND BULK INFRASTRUCTURE

Evaluation Criteria	Maximum Points
1. Experience of Tenderer and Completed Projects	35
2. 2. Qualifications and Experience	25
3. 3. Financial Resources	15
4. 4. Plant and Equipment	25
Total Evaluation Points	100

DETAILED BREAKDOWN OF QUALITY POINTS

Details	Total Max Points	Item Max Points	
Criteria 1: Experience of Tenderer and Completed Projects	35		
1.1 Tenderer's experience	35		
This sub-criterion covers the experience of the company in the construction of sanitation reticulation and bulk infrastructure projects, including WWTW, pump stations. This is reflected by the number of sanitation reticulation and bulk infrastructure projects completed by the company to the value of R 4000 000 or more in the past 7 years. (contactable references to be provided)			
1.1.1 Has completed 5 or more sanitation reticulation and bulk infrastructure projects		35	
1.1.2 Has completed 4 sanitation reticulation and bulk infrastructure projects		28	
1.1.3 Has completed 3 sanitation reticulation and bulk infrastructure projects		21	
1.1.4 Has completed 2 sanitation reticulation and bulk infrastructure projects		14	
1.1.5 Has completed 1 sanitation reticulation and bulk infrastructure project		7	
1.1.6 Has completed 0 sanitation reticulation and bulk infrastructure project		0	
Note: Tenderers should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience in Schedule A5 (page 36) of the Returnable Documents. BOTH documents mentioned above must be submitted, failing to do so will result to zero scoring (i.e. Letters of Appointment and Completion Certificates).			
Criteria 2: Qualifications and Experience	25		
2.1 Qualified Contracts Manager (CM)	10		
This sub-criterion covers qualification and experience of the proposed Contracts Manager. Seven (7) years' experience as a Contracts Manager in sanitation reticulation and bulk infrastructure projects including WWTW, pump stations as well as National Diploma in the Built Environment. Where the CM has no qualification or no experience, zero (0) points will be allocated.			
2.1.1 If CM has 7 years' experience and has completed similar projects with National Diploma in the Built Environment.		10	
2.1.2 If CM has 6 years' experience and has completed similar projects with National Diploma in the Built Environment.		9	
2.1.3 If CM has 5 years' experience and has completed similar projects with National Diploma in the Built Environment.		7	
2.1.4 If CM has 4 years' experience and has completed similar projects with National Diploma in the Built Environment.		6	
2.1.5 If CM has 3 years' experience and has completed similar projects with National Diploma in the Built Environment.		4	
2.1.6 If CM has 2 years' experience and has completed similar projects with National Diploma in the Built Environment.		3	

2.1.7 If CM has 1 years' experience and has completed similar projects with National Diploma in the Built Environment.		1	
Note: The CV and certified copies of Academic Qualifications of the proposed CM must be submitted under "Returnable Documents", Schedule A10, page 44). The Contractor must ensure that the minimum qualification and experience level of the actual appointed CM is as per the submitted CV. (The required minimum qualification for the CM is a National Diploma in either Civil Engineering, Quantity Surveying or Project Management) . (contactable references to be provided)			
2.2 Qualified Site Agent (SA)	5		
This sub-criterion covers qualification and experience of the proposed Site Agent. Five (5) years' experience as a Site Agent in sanitation reticulation and bulk infrastructure projects including WWTW, pump stations as well as National Diploma in Civil Engineering. Where the SA has no experience, zero (0) points will be allocated.			
2.2.1 If SA has 5 years' experience and has completed similar projects with National Diploma in Civil Engineering.		5	
2.2.2 If SA has 4 years' experience and has completed similar projects with National Diploma in Civil Engineering.		4	
2.2.3 If SA has 3 years' experience and has completed similar projects with National Diploma in Civil Engineering.		3	
2.2.4 If SA has 2 years' experience and has completed similar projects with National Diploma in Civil Engineering.		2	
2.2.5 If SA has 1 year experience and has completed similar projects with National Diploma in Civil Engineering.		1	
Note: The CV and certified copies of Academic Qualifications of the proposed SA must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum qualification and experience level of the actual appointed SA is as per the submitted CV. (contactable references to be provided)			
2.3 Qualified General Foreman (GF)	5		
This sub-criterion covers experience of the proposed General Foreman. Five (5) years' experience as a General Foreman in sanitation reticulation and bulk infrastructure projects including WWTW, pump stations. Where the GF has no experience, zero (0) points will be allocated.			
2.3.1 If GF has 5 years' experience and has completed similar projects		5	
2.3.2 If GF has 4 years' experience and has completed similar projects		4	
2.3.3 If GF has 3 years' experience and has completed similar projects		3	
2.3.4 If GF has 2 years' experience and has completed similar projects		2	
2.3.5 If GF has 1 year experience and has completed similar projects		1	
Note: The CV of the proposed GF must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum experience level of the actual appointed GF is as per the submitted CV. (contactable references to be provided)			
2.4 Qualified Safety Officer (SO)	5		
This sub-criterion covers experience of the proposed Safety Officer. Five (5) years' experience as a Safety Officer with National Diploma in Safety			

Management or SAMTRAC. Where the SO has no experience, zero (0) points will be allocated.			
2.4.1 If SO has 5 years' experience with National Diploma in Safety Management or SAMTRAC		5	
2.4.2 If SO has 4 years' experience with National Diploma in Safety Management or SAMTRAC		4	
2.4.3 If SO has 3 years' experience with National Diploma in Safety Management or SAMTRAC		3	
2.4.4 If SO has 2 year experience with National Diploma in Safety Management or SAMTRAC		2	
2.4.5 If SO has 1 year experience with National Diploma in Safety Management or SAMTRAC		1	
Note: The CV and certified copies of Academic Qualifications of the proposed SO must be submitted under "Returnable Documents", Schedule A10, (page 44) . The Contractor must ensure that the minimum qualification and experience level of the actual appointed SO is as per the submitted CV. (contactable references to be provided).			
Criteria 3: Financial Resources		15	
3.1 Financial Status (Bank Ratings)		15	
Note: Tenderes are required to attach a Bank Rating Certificate from a Registered Financial Institution to Schedule A26 (page 84) of the Returnable Documents.			
Undoubted for the amount of your enquiry (Code A)		15	
Good for the amount of your enquiry (Code B)		14	
Good for the amount quoted, if strictly in the way of business (Code C)		13	
Fair trade risk for the amount of your enquiry (Code D)		10	
Figures considered too high (Code E)		5	
Financial position unknown (Code F)		0	
Occasional dishonours (Code G)		0	
Frequent dishonours (Code H)		0	
Criteria 4: Plant and Equipment		25	
Note: Full points will be allocated for plant and equipment proof of access by the Tenderer and which will be available for the project should the Tenderer be successful.			
Points for hired plant will only be allocated if an original Letter of Intent and certified copies of log books, not older than three months certified are attached from a Plant Hire Company.			
Tenderers owning the plant are required to attach certified copies of log books, not older than three months certified, and a signed letter of undertaking that the plant is owned by the tenderer in order for the points to be allocated.			

<i>Details of owned and hired plant and equipment are to be entered in Schedule A7 of the Returnable Documents.</i>			
1 x 25t excavator		7	
3 x Tractor Loader Backhoe (TLB)		9	
1 x 10m ³ capacity tip truck		3	
1 x Bomag pedestrian roller		3	
1 x water truck (11000l or larger)		3	
TOTAL EVALUATION POINTS SCORE FOR QUALITY		100	
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE			

Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers.

Stage 3: Objective criteria

The following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality.
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

<p>C.3.13 ACCEPTANCE OF TENDER OFFER</p>	<p>A. Add the following: Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered with the CIDB with an appropriate category of registration; c) 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; d) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
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	<p>iii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</p> <p>Notification of Decision and Appeal Period</p> <p>If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful tenderers shall be notified in writing of this decision.</p> <p>Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 14 days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to [insert name / designation], marked for the attention of [insert name and address]. The format of the appeal must:</p> <ul style="list-style-type: none"> • set out the reasons for the appeal; • state in which way the appellant's rights have been affected by the decision; • state the remedy sought, and • be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Tender Adjudication Committee. <p>Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the [Client's] appeals process.</p>
<p>C.3.17 PROVIDE COPIES OF THE CONTRACTS</p>	<p><i>Add the following:</i> The number of paper copies of the signed contract to be provided by the employer is one.</p>

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1 Compliance with Occupational Health and Safety Act 1993

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

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.7 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T.1.2.3.2 Eligibility with Respect to Expanded Public Works Programme

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

T.1.2.3.3 Claims Arising after Submission of Tender

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

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

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

admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T.1.2.3.4 Imbalance in Tendered Rates

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

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

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T.1.2.3.5 Community Liaison Officer

Democratically elected community members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R 600 0.00 per month throughout the contract unless stated otherwise in request for quotation documents.

T.1.2.3.6 Labour Intensive Construction/Use of Local Labour

The Contractor is encouraged to make use of local labour where possible in order to help the local community that is generally underdeveloped and underemployed. The labour rate to be used shall be in line with the latest applicable Government gazetted rate.

T.1.2.3.7 Invalid Tenders

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

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

T.1.2.3.8 Negotiations with Preferred Tenderers

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

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

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

T.1.2.3.9 General Supply Chain Management Conditions Applicable to Tenders

As per Newcastle Municipality's latest supply chain management policy.

T.1.2.3.10 Combating Abuse of the Supply Chain Management Policy

As per Newcastle Municipality's latest supply chain management policy.

T.1.2.3.11 UIF Payments

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing regarding UIF payments upon being requested to do so.

T.1.2.3.12 Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Part T2: Returnable Documents

- T2.1 List Of Returnable Documents
- T2.2 Returnable Schedules

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A34; B1 to B4; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
A1	Authority To Sign Documents	41
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	42
A3	Clarification Meeting Certificate	43
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	44
A5	Schedule Of Work Experience Of Tenderer	45
A6	Current And Recent Projects For Newcastle Municipality Newcastle Municipality	47
A7	Schedule Of Construction Plant	48
A8	Schedule Of Subcontractors	50
A9	Details Of Experience Of Contracts Manager, Site Agent, General Foreman	51
A10	Compulsory Enterprise Questionnaire	52
A11	Alterations / Amendments By Tenderer	55
A12	Schedule Of Daywork Rates	56
A13	Record Of Addenda To Tender Documents	58
A14	Size Of Enterprise And Current Workload	59
A15	Joint Venture Disclosure Form	60
A16	Details Of Alternative Tenders Submitted	68
A17	Amendments And Qualifications By Tenderer	69
A18	Declaration Of Interest (Mbd 4)	70
A19	Preferential point claims form in terms of Preferential Procurement Regulation	73
A20	A20. Declaration Of Tenderer's Past Supply Chain Management Practices (Mbd 8)	78
A21	A021. Certificate Of Independent Tender Determination (Mbd 9)	80
A22	A022. Form Concerning Fulfilment Of The Construction Regulations 2014	83
A23	A023. General Information (Procurement)	85
A24	A024. Tenderer's Financial Standing	89
A25	Socio Economic Upliftment Strategy	90
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B01	B1. Cidb Contractor Registration Certificate	91
B02	B2. Declaration of Municipal Account	92
B03	B3. Tax Clearance Certificate	94
B04	Additional Functionality Documents Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue	95
*	Joint Venture agreement (if applicable) - append to Schedule A4	

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
*	A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule 0.	
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	97
C1.2	Contract Data	102
C1.3	Tenderer's Direct Participation of Targeted Labour	110
C1.4	Tenderer's Direct Participation of Targeted Enterprises	112
C1.5	Performance Guarantee	115
C1.6	Adjudication	118
C1.7	Occupational Health And Safety Agreement	119
C3	Scope of Work	
C4	Site Information	

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK
I)

T2.2 RETURNABLE SCHEDULES

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A1. AUTHORITY TO SIGN DOCUMENTS

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

.....

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

.....

.....

*Delete whichever is inapplicable

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

**PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.**

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

ATTACH LETTER OF GOOD STANDING TO THIS PAGE.

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 – 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A3. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (tenderer)

of (address)

Telephone number

Fax number

Email

on (date)

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

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

SIGNED BY/ON BEHALF OF THE EMPLOYER:

Name	Signature	Date

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

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

Mr/Ms, authorised signatory of the company, close corporation or partnershipacting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note:

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

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A5. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

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**A6. CURRENT AND RECENT PROJECTS FOR NEWCASTLE MUNICIPALITY
NEWCASTLE MUNICIPALITY**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR NEWCASTLE MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

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A8. SCHEDULE OF SUBCONTRACTORS

Note that **30%** of the work must be given to the local sub-contractors which will be appointed or nominated during construction.

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

SUBCONTRACTORS		
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor

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

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

CONTRACT NO: A068 - 2023/24

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A9. DETAILS OF EXPERIENCE OF CONTRACTS MANAGER, SITE AGENT, GENERAL FOREMAN & SAFETY OFFICER.

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

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

CONTRACTS MANAGER				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SITE AGENT				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
GENERAL FOREMAN				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed
SAFETY OFFICER				
NAME				NQF LEVEL
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

NEWCASTLE MUNICIPALITY

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A10. 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

Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a **X**, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

a member of any municipal council

a member of any provincial legislature

a member of the National Assembly or the National Council of Province

- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has, within the last 12 months, been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

SIGNED:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A11. ALTERATIONS / AMENDMENTS BY TENDERER

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

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

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

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A12. SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

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

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a)	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	.....%	"On-Cost"
				

Overtime

1	Labourers	R.....	per hour plus	.....%	"On-Cost"
2	Gangers	R.....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R.....	per hour plus	.....%	"On-Cost"
4	Other				
	(a)	R.....	per hour plus	.....%	"On-Cost"
	(b)	R.....	per hour plus	.....%	"On-Cost"
				

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date

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A13. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A14. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes No

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A15. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone.....
- e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm.....
Postal Address.....
Physical Address
- Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c) Affirmable Joint Venture Partner percentages in respect of : *
 - i) Profit and loss sharing
 - ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

- iii) Anticipated on-going capital contributions in Rands
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the "managing partner", if any,

.....

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....
.....
The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone.....

Date.....

Signature

Duly authorised to sign on behalf of

Name.....

Address.....

Telephone.....

Date.....

(Continue as necessary)

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A16. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A17. AMENDMENTS AND QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A18. DECLARATION OF INTEREST (MBD 4)

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

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

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

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

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

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

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A19. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for HDI Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI`S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

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

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3. The maximum points for this bid are allocated as follows:

		POINTS	
2	Price	80	90
Specific Contract Participation Goals		20	10
2.1 Historically Disadvantaged Individuals		16	8
2.1.1	Who had no franchise in national elections before the 1983 and 1993 Constitution (black people) 8 / 4		
2.1.2	Who is female 4 / 1		
2.1.3	Who has a disability and / or Youth 2 / 1		
2.1.4	Who is Youth 2 / 1		
2.2 Other Specific goals (Local Economic Development goals of the RDP)		4	2
2.2.1	Business operations within Amajuba District – rural development initiatives 4 / 2		
Total points for Price and HDI principles must not exceed		100	100

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.4 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1.1 POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Category 1: Ownership - Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 & 1993 Constitution		16		
➤ Race		8		
➤ Female		4		
➤ Disability		2		

➤ Youth		2		
Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)		4		
➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
TOTAL		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A20. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

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

Item	Question	Yes	No
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

NEWCASTLE MUNICIPALITY

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PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A021. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Standard Tender Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

¹ **Includes price quotations, advertised competitive tenders, limited tenders and proposals.**

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of that:
(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the Tenderer to determine the terms of, and to sign the tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

NEWCASTLE MUNICIPALITY

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PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

A022. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to comply with all of the requirements of the Regulations timeously, safely and successfully. (Tick)

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

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

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

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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A023. GENERAL INFORMATION (PROCUREMENT)

1. Name of tendering entity:

2. Contact details:

Contact name and number:

Address of tendering entity:

Postal code:.....

Tel no: ()..... Fax no: ()

E-mail address:

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

.....
.....

5. VAT registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

.....

.....
6. Company or closed corporation registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

.....

.....
7. Construction Industry Development Board (CIDB) registration number (**COMPULSORY**)
(In the case of a joint venture, provide for all joint venture members)

.....

.....
8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members (**COMPULSORY**)

(In the case of a joint venture, provide for all joint venture members)
ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE "NOTICE TO TENDERERS:VERY IMPORTANT NOTICE ON DISQUALIFICATIONS")
9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
10. For joint ventures the following must be attached:
 - Written authority **of each JV partner**, for authorized signatory.
 - The joint venture agreement.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

1. SMME Status

Provide details on the following:

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

NEWCASTLE MUNICIPALITY

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A024. TENDERER'S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number:..... Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

NEWCASTLE MUNICIPALITY

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A025. SOCIO ECONOMIC UPLIFTMENT STRATEGY

Attached hereto are my/our proposed socio-economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub-contracting, skilled and semi-skilled labour employment, procurement of local labour and material, employment of woman, youth and disabled, etc

Notes:

- a) The developer has commitment to utilising the local community resources and labour, and as such preference will be shown to bidder's who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.

The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.

- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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B2. DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Number	Account

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print)

Authorised Signature:

As witness: 1.

2.

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B3. TAX CLEARANCE CERTIFICATE / TAX PIN

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

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

SIGNED BY/ON BEHALF OF TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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ADDITIONAL FUNCTIONALITY DOCUMENTS

- Bank Rating Certificate from a Registered Financial Institution. Append to Schedule 25.
- Tenderer's Occupational Health & Safety Policy
- Joint Venture agreement (if applicable) - append to Schedule A4
- A Certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule 0

Part C1: Agreements and Contract Data

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C1.1. Form of Offer and Acceptance

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

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The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the 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 contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Not Applicable at this stage.

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

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C3: Scope Of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Schedule of Deviations

Notes:

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

1. Subject

Details

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2. Subject

Details

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3. Subject

Details

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4. Subject

Details

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

SIGNED ON BEHALF OF/BY
NEWCASTLE MUNICIPALITY:

NEWCASTLE MUNICIPALITY			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

CONFIRMATION OF RECEIPT

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

the (day) of(month) (year)

at(place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email:civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer or the Employer.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

The following contract specific data are applicable to this Contract:

Clause	
1.1.1.7	The Principle Agreement of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.
1.1.1.13 5.14.5.2	The Defects Liability Period is 365 days after final completion per project unless stated otherwise in the request for quotation document.
1.1.1.14 5.14.1	The date for achieving Practical Completion is a date to be agreed between the Employer, the Engineer and the Contractor before the commencement of the works.
1.1.1.15 1.2.1.2	The Employer is NEWCASTLE MUNICIPALITY , represented by Mr. B. Mnguni and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer."

1.1.1.16 1.2.1.2	The Engineer , referred to in the documents, is the firm of Consulting Engineers to be appointed by the Employer, acting through a Director, an Associate or an official authorised thereto in writing.
1.1.1.18	The time for obtaining final completion certificate is 365 calendar days after completion date per project unless stated otherwise in the request for quotation document.
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.1.1.28	<i>Replace with the following:</i> "Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.
1.1.1.34	Add the following Clause after Clause 1.1.1.34 1.1.1.35 "Drawings" means all drawings, calculations and technical information (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.2.1.2	The name of the Employer is : NEWCASTLE MUNICIPALITY The address of the Employer is : 37 Murchison Street, Newcastle The name of the Engineer is : Is the firm of Consulting Engineers to be appointed by the Employer. The address of the Engineer is : To be advised once the Engineer is appointed.
1.3.5	<i>Add the following to Clause 1.3.5:</i> No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings. The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.
3.2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1. The reduction of a penalty for delay in terms of Clause 5.13.2. 2. The issuing of a variation order in terms of Clause 6.3.2. 3. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.4.1.4. 4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. 5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11. 6. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

3.2.2	<p><i>Delete and replace with:</i></p> <p>"Whenever the Employer's agent intends, in terms of the contract, to exercise any discretion, or make or issue any ruling, contract interpretation or price determination, he shall first consult with the employer and the contractor in an attempt to reach agreement. Failing agreement, the Employer's agent shall advise the Employer on contractual issues where after the Employer will make a final decision based on the advice of the Agent read with the MFMA. Only then will the Agent be allowed to issue a final instruction to the contractor."</p>
3.2.3	<p><i>Add the following:</i></p> <p>"The Employer's agent shall obtain written permission from the Employer for all variation orders where such variation order may have an impact on the contract duration, project cost, job creation or other legal implications related to the contract."</p>
4.5	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 4.5:</p> <p>"4.5.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge. <p>4.5.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days

	<p>after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
5.2.1	<p>Add the following:</p> <p>"The commencement date will be the date on which the site is handed over to the contractor by the Employer's agent, after been instructed by the Employer.</p>
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) 4. Insurance (Refer to Clause 8.6) <p>Notwithstanding the above, the Contractor shall commence executing the Works within twenty-eight (28) days of the Commencement Date (site handover) or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.</p>
5.3.2	<p>Time to Submit the documentation required before commencement of the Works is 14 days.</p>
5.4	<p>Add the following clause after Clause 5.4.3:</p> <p>5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.</p>
5.5.1	<p>The Works shall be completed within the time frame stipulated during the allocation of work to the Contractor by the Employer, exclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in Clause 5.3.1 above.</p>
5.6.1	<p>The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.</p>
5.8.1	<p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All gazetted public holidays falling outside the year end break. 2. The year-end break commencing on the 15th December and ending on 15th January or as agreed on a yearly basis depending on the yearly calendar.
5.12.2.2	<p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p>

	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">January</td> <td style="width: 33%;">7 days</td> <td style="width: 33%;">May</td> <td style="width: 33%;">2 days</td> <td style="width: 33%;">September</td> <td style="width: 33%;">3 days</td> </tr> <tr> <td>February</td> <td>6 days</td> <td>June</td> <td>1 days</td> <td>October</td> <td>6 days</td> </tr> <tr> <td>June</td> <td>6 days</td> <td>July</td> <td>2 days</td> <td>November</td> <td>7 days</td> </tr> <tr> <td>April</td> <td>3 days</td> <td>August</td> <td>3 days</td> <td>December</td> <td>7 days</td> </tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for <u>any other reason</u> will be entertained.</p>	January	7 days	May	2 days	September	3 days	February	6 days	June	1 days	October	6 days	June	6 days	July	2 days	November	7 days	April	3 days	August	3 days	December	7 days
January	7 days	May	2 days	September	3 days																				
February	6 days	June	1 days	October	6 days																				
June	6 days	July	2 days	November	7 days																				
April	3 days	August	3 days	December	7 days																				
5.13.1	The penalty for failing to complete the Works is R 5000.00 per day per project unless stated otherwise in the request for quotation document.																								
5.14.1	<p>The requirements for achieving Practical Completion are:</p> <ol style="list-style-type: none"> 1. All layer works are done and tested and the entire length of the road is surfaced including the bell mouths. 2. Kerbing, channels and sidewalks are completed. 3. All catch pits and manholes are covered. 4. Completion of speed humps, road markings, signages and housekeeping therefore. 																								
5.16.3	The latent defects period is 10 years per project.																								
6.2	<p>The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.</p> <p>The Performance Guarantee shall be worded as set out in the document included in C1.5.</p> <p>The liability of the guarantee shall be for 10% of the Contract Price per project.</p>																								
6.2.2	<p>Delete and replace with:</p> <p>"If the contractors fail to submit the selected security within the time period indicated in 5.3.2, or if the performance guarantee differ substantially from the pro forma, the Employer may terminate the contract in terms of clause 9.2.</p>																								
6.8.2	<p>Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>SCHEDULE WITH THE FOLLOWING VALUES.</p> <p>THE VALUE OF "X" IS 0.15 THE VALUE OF THE COEFFICIENTS ARE: $\alpha = 0.3$ (LABOUR)</p>																								

	<p>b = 0.3 (CONTRACTOR' S EQUIPMENT) c = 0.35 (MATERIAL) d= 0.05 (FUEL)</p> <p>CONSUMER PRICE INDEX APPLIES AS FOLLOWS:</p> <p>PERIOD ONE (01) • BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID EXCEPT FOR SPECIAL MATERIAL AS PER GCC 2015.</p> <p>PERIOD TWO (02) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)</p> <p>PERIOD THREE (03) • BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)</p>
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 on site but not yet built into the Permanent Works is 80% (eighty percent). For material stored off site, proof of all risk insurance must be provided by the contractor.
6.10.3	The percentage retention on the amounts due to the Contractor is 10% to be reduced to 5% at works completion upon the issuing of Certificate of Completion. The balance of retention will be payable after final completion or expiry of the defects liability period as stated in 5.14.5.2.
6.11	<p><i>Add at end of paragraph 6.11:</i></p> <p>The principle agent together with the contractor, will monitor and ensure that the total value of variation orders does not exceed 10% of the contract value. If, during the execution of the contract, it became obvious that the 10% will be exceeded, written permission must be obtained from the client. It must be noted that a process will have to be followed in line with Council's policy. No guarantee can be given that the request for exceeding the 10%, will be approved. If it is not approved, the client reserves the right to reduce the scope of work to keep the final contract amount within the allowed 10%. If the contractor exceeds the allowed 10% without approval, Council will not entertain any claims for payment more than the contract amount plus 10%.</p>
7.5.1	<p><i>Add the following:</i></p> <p>"Provided further that if the Works or excavation(s) are not ready for inspection or are incorrect or are not in accordance with the drawings or specifications, the fruitless expenditure so incurred by the Engineer will be for the Contractor's account. In such case a further adequate notice shall be given by the Contractor to the Engineer."</p>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period.
9.2.1	<p><i>Add the following Clauses after Clause 9.2.1.3.7:</i></p> <p>9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.</p>

	<p>9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p> <p>9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.</p>
10.3.1	<p>Disputes are to be settled in terms of the General Conditions of Contract for Construction Works (2015), plus a signed full bid document, SANS 2001 standard(s) for construction works and signed Service Legal Agreement will act as a full legal document. Where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail.</p>
11	<p><i>The additional Conditions of Contract are:</i></p> <p>Contractor to Provide Everything Necessary</p> <p>The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.</p>
12	<p><i>The additional Conditions of Contract are:</i></p> <p>Details to be Confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.</p>

Part 2: Data Provided by the Contractor

Clause											
1(1)(h) 1(2)	<p>The name of the Contractor is</p> <p>The address of the Contractor is</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Physical Address</td> <td style="width: 50%; border: none;">Postal Address</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table> <p>Telephone: Fax:</p> <p>Email:.....</p>	Physical Address	Postal Address
Physical Address	Postal Address										
.....										
.....										
.....										
.....										

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

C1.3. Tenderer's Direct Participation Of Targeted Labour

1. Definitions

1.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

1.3 Target Area

For this project, the target area is defined as the relevant ward within Newcastle Municipality in which the project falls.

1.4 Labour Maximisation

Labour maximization shall contribute a minimum of 5% of the value of works (excluding Provisional Sums specified by the Engineer for items with no local labour content and work by specialist subcontractors).

2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 4) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based on the definition above, not as calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D - D_0) \times N_A$$

Where D = tendered Contract Participation Goal percentage.
 D_0 = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
 N_A = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content, specialist contractors and supply of pipes by the Employer and excluding VAT)
 P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of _____ % (minimum: 5%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

SIGNED ON BEHALF OF/BY THE TENDERER:

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

C1.4. Tenderer's Direct Participation of Targeted Enterprises

1. Definitions

1.1 Targeted Enterprise

The following definitions shall apply to this schedule:

SMMEs shall contribute 30% of the value of works excluding value of specialist work by subcontractors (of which at least 50% is to be contributed by BEs). SMME's and BE's must be sourced from within the Newcastle Municipality.

1.2 Targeted Partners

Targeted partners have been defined for the contract. The tenderer may obtain a list of potential targeted partners from the Newcastle Municipality.

2. Conditions associated with the construction participation goals (CPG)

The tenderer, undertakes to:

- 1) Engage one or more targeted enterprise in accordance with the provisions of the SANS 1914 -4 as varied in sections 3 hereunder; Deliver to the Employer, within 5 working days of being requested in writing to do so, a completed Joint Venture Disclosure Form (Annex D of SANS 1914-1) and a joint venture agreement, should a joint venture be proposed at prime contract level with Targeted Partners to satisfy Contract Participation Goal undertakings;
- 2) Deliver to the Employer, within 5 working days of being requested in writing to do so, a targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal undertakings;
- 3) Accept the sanctions set out in Section 4 below should such conditions be breached;
- 4) Complete the Contract Participation Goal commitment form contained in Section 5 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS1914-4 the requirements of the variations shall prevail.

Calculations of the contract participation goals shall be based as a % of targeted enterprises costs of the Net Amount (NA) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times (D-Do) \times NA$$

Where D = tendered Contract Participation Goal percentage.
 D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.
 NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as specialist contractors, expenditure specified by the Engineer for items with no local labour content and supply of pipes by the Employer and excluding VAT)
 P = Rand value of penalty payable

5. Contract Participation Goal in respect of targeted enterprises

I/We hereby tender a Contract Participation Goal of % (minimum: 30%).

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the tenderer confirms that he/she understands the conditions under which such Contract Participation Goals are approved and confirms that the tender satisfies the conditions pertaining to Contract Participation goals for direct participation of targeted enterprises.

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:.....

Fax:.....

6. Supporting contract participation goal calculation

Only items to be sub-contracted should be listed below, value will depend on the allocation of work to the main Contractor.

SCHEDULE ITEM NO	NAME OF SMME/BE	ITEM DESCRIPTION/GOODS AND SERVICES TO BE PROVIDED	VALUE (RANDS)
	Not applicable at this stage		
Total			

Sub-contractors with the lower CIDB grading must be assisted by the main contractor such that they are able to upgrade to the next level of their current grading.

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C1.5. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:

"Employer" means:

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"Contractor" means:"

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank

compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

SIGNED AT:

GUARANTOR (1)	SIGNATURE
DATE	CAPACITY
GUARANTOR (2)	SIGNATURE
DATE	CAPACITY

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C1.6. Adjudication

Adjudication shall be carried out in terms of Clauses 7, 8, 9 and 10 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.

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C1.7. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN
NEWCASTLE MUNICIPALITY (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, 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.

C/OID 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.

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 of Bidder			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Signed at on the day of 20

**SIGNED BY/ON BEHALF OF
NEWCASTLE MUNICIPALITY**

NEWCASTLE MUNICIPALITY			
Signature		Name (print)	
Capacity		Date	
WITNESSES			
Name		Name	
Signature		Signature	

Occupational Health and Safety Conditions

1. 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.
2. 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.
3. 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.

4. 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.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. 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.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. 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.
10. 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.
11. 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.
12. 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.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C3: Scope of Work

- C3.1 Description Of The Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexes

Status

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

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C3.1. Description of the Works

C3.1.1 Employer's Objectives

Newcastle Local Municipality seeks suitably experienced contractors for the Construction of Water and Sanitation Infrastructure Projects, for a period of 36 months.

The employer's objectives are to deliver functional and cost effective water and sanitation infrastructure.

C3.1.2 Overview of the Works

The work to be carried out includes the following:

- Construction of Bulk main pipes and reticulation.
- Construction of Steel/Reinforced Concrete Reservoirs.
- Construction of infrastructure associated Valve Chambers and Meter Chambers etc.
- Bulk connection and installation stand pipes.
- Testing and disinfecting of the Water pipe lines and Reservoir.
- Refurbishment of existing infrastructure and the associated work.
- Top soiling and grassing of the embankments.
- Fencing of the Reservoir site.
- All roads where worked upon to be re-instated to original status.
- Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.

C3.1.3 Location of the Works

The work to be undertaken is located within jurisdiction of Newcastle.

C3.1.4 Description of Site and Access

Access to the site is unrestricted.

C3.1.5 Temporary Works

The Contractor will be responsible for accommodation of traffic, both on access routes and the residential area. It is anticipated that residents will be disrupted as little as possible and will have access to their houses as far as possible. Note that Councillors and residents will be informed well in advance via the CLO and Contractor.

Temporary works will comprise of dealing with water whilst constructing trenches and laying pipes.

During the construction the Contractor will ensure that the area is always barricaded and safe for the public.

The Contractor is to ensure that he obtains the necessary way-leave and departmental approvals prior to commencement with any work within the road reserves or on a public property

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C3.2. Engineering

C3.2.1 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design	Employer/Engineer
Documentation to tender stage	Employer/Engineer
Detail design to approved for construction stage	Employer/Engineer
Temporary works	Contractor
Preparation of as-built drawings	Contractor
Preparation of record drawings	Employer, the Contractor however has to provide the relevant information to the Employer to compile the record drawings

C3.2.2 Employer's Design

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

C3.2.3 Contractor's Design

The Contractor will supply a typical layout for accommodation of traffic. Only after approval of these he will be given access to the site. Any alterations to this layout need to be approved by the Engineer and Employer.

C3.2.4 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. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. 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 Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Design Procedures

All statutory requirements shall be taken into consideration.

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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.

C3.3.2.3 Subcontracting Procedures

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

C3.3.2.4 Attendance on Subcontractors

Not applicable.

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C3.4. Construction

C3.4.1 Works Specifications

C3.4.1.1 Applicable SANS 2001 Standards

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

SANS 1200 A : GENERAL (1986)
SANS 1200 AB : ENGINEER'S OFFICE (1986)
SANS 1200 C : SITE CLEARANCE (1980)
SANS 1200 D : EARTHWORKS (1988)
SANS 1200 DB : EARTHWORKS (PIPE TRENCHES) (1989)
SANS 1200 L : MEDIUM PRESSURE PIPELINES (1989)
SANS 1200 LB : BEDDING (1981)
SANS 1200 AA -1986 GENERAL (SMALL WORKS)
SANS 1200 LD -1982 SEWERS
SANS 1200 GA -1982 CONCRETE SMALL WORKS
SANS 1200 LC : CABLE DUCTS (1981)
SANS 1200 LF : ERF CONNECTIONS (WATER)
SANS 1200 LG : PIPE JACKING (1983)
SANS 1200 MJ : SEGMENTED PAVING (1984)
SANS 1200 MK : KERBING AND CHANNELLING
PSS PROJECT SPECIFICATIONS FOR SUBCONTRACT WORK
PSHS GENERAL PROJECT SPECIFICATIONS FOR HEALTH & SAFETY

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

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SABS 1200 standardized Specifications are also included hereunder:

PLI : Particular Specification for Generic Labour-intensive Specification

C3.4.1.3 Variations and Additions to the SANS 1200 Standardised Specifications

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.45.

C3.4.2 Site Establishment

C3.4.2.1 Services and facilities provided by the Employer

a) Water sources

A reticulated potable water supply is available in the vicinity of the Site.

The responsible water supply authority in the area of the Site is the Newcastle Municipality. The responsible contact person's details are as follows: **Mr. Manqoba Shabalala – 034 328 7600**

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

b) Electricity supply

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is Eskom/Newcastle Municipality. The responsible contact person's details are as follows: **Mr. Mduduzi Msibi – 034 328 7600**

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of sub-clause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates tendered by the

Contractor for the various other items listed in the Schedule of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

c) Excrement disposal

A reticulated water-borne sewage disposal system exists in the vicinity of the Sites.

The responsible sewage disposal authority is the Newcastle Municipality. The responsible contact person's details are as follows: **Mr. Xolani Sithole – 034 328 7600**

Should the Contractor, in complying with his obligations in terms of sub-clause C3.4.2.2(d): Excrement disposal, wish to avail himself of such facility, he shall, in accordance with the provisions of sub-clause C3.4.2.2(d), and at his own cost, be responsible for making his own arrangements with the responsible disposal authority, and for making such connections he may require to the available services.

If so required by the responsible sewage disposal authority, the Contractor shall, at his own cost, be responsible for making connections to the available services at the positions specified by the sewage disposal authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges as may be levied by the responsible sewage disposal authority in respect of the disposal of sewage generated by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of sub-clause C3.4.2.2(d), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts that may have become due and payable by the Contractor to the responsible sewage disposal authority have been promptly paid in full.

Alternatively the Contractor can supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

Unhygienic habits and other behaviour that may cause contaminated of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

d) 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.

C3.4.2.2 Facilities provided by the Contractor

a) Facilities for the 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.

(i) Office accommodation

The Contractor shall provide on the Site 1 x office for the exclusive use of the Engineer. Such office(s) shall comply with and be furnished in accordance with the requirements of sub-clause PSAB3.2 of SABS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of sub-clause 5.2 of SABS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

(ii) Carports

The Contractor shall provide on Site 2 x carports for the exclusive use of the Engineer, in accordance with the requirements of sub-clause PSAB 3.3 of section C3.4.6 of the scope of Works.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **ten** (10) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

The Contractor shall provide, erect and maintain 2 x contract name boards at such positions and locations as are directed by the Engineer, in accordance with the requirements set out in SABS 1200 AB (as amended).

The Contractor shall before ordering or manufacturing any such contract name boards, obtain the Engineer's written approval in respect of all names and wording to appear on the contract name boards.

The Contractor shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(v) Survey equipment and assistants

- Survey equipment

The Contractor shall, in accordance with the requirements of SABS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 x ranging rods;
- 1 x 100 metre Stilton tape measure and measuring wheel;
- Wooden and steel pegs and 2kg hammer as required.

- Survey assistants

The Contractor shall, in accordance with the requirements of sub-clause 5.5 of SABS 1200 AB, make available to the Engineer, two (2) survey assistants.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor shall, in accordance with the requirements of sub-clauses PSAB 4.1 and PSAB 5.4 of the Project Specifications, provide on Site for the duration

of the Contract, the following telephone facilities for the use of the Engineer and his Representative:

- Desk telephones
 - Any technology that meets the description
- Cellphones

Number of cellphones required: 2 x No

(vii) Computer facilities

The Contractor shall provide the following computer facilities together with the specified software installed, for the exclusive use of the Engineer and his staff, in accordance with the requirements of SABS 1200 AB (as amended):

- 1 computer
- 1 printer.

The computers shall comply with the following minimum specifications:

- Core I7 Laptop Computer
- 4 GB RAM
- 500 Gb hard disk
- 101 type keyboard
- 15" colour monitor
- One parallel and two serial ports
- Three-button mouse with mouse pad
- 3G fax/voice/data modem

Printers shall, unless otherwise approved by the Engineer, be Hewlett-Packard 600 Series DeskJet printers or equivalent compatible.

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 10
- (b) MS-Office 2015

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 Engineer.

(viii) Fax facilities

- Nil

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

(x) Site instruction book

The Engineer shall supply a site instruction book for specific use on the Site.

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Engineer's Representative.

(xi) Housing for Engineer's Representative

Nil

b) 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 necessaries 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.

c) 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.

d) 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.

C3.4.2.3 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.

C3.4.2.4 Features requiring special attention

a) Site maintenance

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

(b) Testing and quality control

(i) "JOINT" SITE LABORATORY

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, an approved independent "joint" site laboratory will be engaged by the Client to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications.

(c) Subcontractors

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

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

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

(d) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

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

(f) Existing residential areas

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

(h) Employment of local labour

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community. All other local personnel and labourers shall be recruited locally 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:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) 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.

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

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

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

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of 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.

(k) 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.

(l) 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.

(m) Workmanship and quality control

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

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

(n) 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.

C3.4.2.5 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.

C3.4.3 Construction Equipment

C3.4.3.1 Requirements for Equipment

Equipment, expected for road building purposes will be required for the project.

C3.4.4 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 also use all necessary means to locate and expose services without damage to such services.

C3.4.5 Variations and Additions to the SANS 1200 Standardised Specifications

SABS 1200 A	:	General (1986)
SABS 1200 AB	:	Engineer's office (1986)
SABS 1200 C	:	Site clearance (1980)
SABS 1200 DB	:	Earthworks (pipe trenches) (1989)
SABS 1200L	:	Medium-pressure pipelines (1983)
SABS 1200LB	:	Bedding (pipes) (1983)
SABS 1200LF	:	House Connections
PB	:	Building Works
PSE	:	Electrical

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

PSA GENERAL (SANS 1200 A)

PSA 1 MATERIAL (Subclause 3.1)

PSA 1.1 SUPPLYING OF MATERIALS

All material required for this contract shall bear the official standardisation mark.

DEFINITIONS

Add the following:

Task: a quantified activity or operation

Daily task: the amount of work an average worker can complete in one day of 9 hours.

Daily rate: the remuneration of a day's work, regardless of output

Daily wage: see daily rate.

Task rate: the remuneration for a completed task

Daily task rate: the remuneration for a completed daily task.

Labour intensive construction the economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment.

Interpretations

Definitions

(a) General

Add the following definitions: -

“General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract as applicable.

Specified: As specified in the Standardised Specifications, the Drawings, or the Project Specifications. Specifications shall have the corresponding meaning, as provided for in sub-clause 1(1)(u) of the General Conditions of Contract”.

(c) Measurement and Payment

Replace the definitions for fixed charge, time-related charge, and value-related charge with the following: -

“Fixed Charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract time for completion.

Time-related Charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the Contract.

Value-related Charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the Contract.

PSA 2 PLANT

PSA 2.1 CONTRACTOR'S OFFICES, STORES AND SERVICES (Subclause 4.2)

Add the following to this subclause:

PSA 2.1.1 Storage

The Contractor shall supply sufficient protection for perishable materials to the satisfaction of the Engineer, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

PSA 2.1.2 Restrictions on Employee Accommodation

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site. The Employer will place at the disposal of the Contractor an area to enable him to erect his site offices, workshops, stores, and any temporary housing the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local Authority.

PSA 2.2 CAPACITY OF PLANT AND EQUIPMENT (Clause 4)

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant to ensure that operations designed to be executed continuously are not disrupted because of breakdown of any plant provided for such operations.

PSA 3 CONSTRUCTION

PSA 3.1 DETAILED SETTING OUT (Subclause 5.1.1)

The Contractor shall be solely responsible for the execution of the works to the correct line and level.

The Contractor shall carefully set out the works, employing a capable surveyor to the lines and levels gleaned from information provided.

The tolerance allowed in setting out shall be 10mm either way.

Work set out by the Contractor shall be checked by the Engineer whereafter any errors be rectified by the Contractor.

The Contractor shall provide at least three days' notice of such a check to the Engineer. The Contractor shall supply any material and labour required for the control survey work by the Engineer including the supply of and placing the necessary pegs, sight rails, etc.

Any assistance, including checking, rendered to the Contractor by the Engineer shall not be held as relieving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his own expense rectify the work to the satisfaction of the Engineer.

The Contractor shall be held solely responsible for the protection of all benchmarks, reference pegs and level pegs. The Contractor shall establish at least three benchmarks at selected points.

PSA 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

(Subclause 5.2)

Add the following to this subclause:

The Contractor shall ensure that he complies with all the requirements of the authorities concerned with respect to the safety of the works and labourers, including the provision and wearing of protective clothing. Any negligence or non-compliance of any of these requirements shall be viewed in a serious light and shall be sufficient reason for the Engineer to order the immediate suspension of the total extent of the Works. The Contractor shall provide for artificial lighting for any part of the Works that may be required for the proper execution of the work.

PSA 3.3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (Subclause 5.4)

Add the following to the subclause:

Before commencing any excavation, the Contractor shall verify the position of all known or suspected obstacles by inspection of the site, examination of drawings or, where necessary by the excavation of trial holes. Any damage caused to existing services and works shall be repaired as expeditiously as possible by the Contractor at his own expense and shall be reported immediately to the Engineer.

Where permanent protective works are ordered by the Engineer, such works shall be valued as a variation. The Engineer will supply the Contractor with such information as may be available concerning obstructions and services, but whilst such information is given in good faith, it shall not relieve the Contractor of any of his liabilities, obligations, and risks under the Contract.

The Contractor shall be responsible for any damage to such public services and existing works in the execution of this Contract and shall reimburse the Public Authority or the Owner concerned for any repairs required or compensation for damage awarded.

Any alteration to public services shall be carried out by the Authority concerned. The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

The relevant authority and Engineer shall be informed of any damages without delay.

PSA 3.4 DEALING WITH WATER ON WORKS (Subclause 5.5)

Add the following to the subclause:

The Contractor shall be responsible for the dewatering of excavations and the full and adequate protection of the works against damage by storm or water from any source whatever. He shall construct all necessary diversion works and drains to deal adequately with and bypass all water and carry out any necessary pumping of water and supply all tarpaulins or other covers which may be required to protect any section of the work during heavy rain or storm together with any other labour work and material which, in the opinion of the Engineer is necessary to always keep the work dry and safe.

Full risk and cost of dealing with water shall be borne by the Contractor.

PSA 3.5 POLLUTION (Subclause 5.6)

Add the following to the subclause:

The Contractor shall maintain all access roads and the area where the offices, stores and workshops are situated to the satisfaction of the Engineer. It shall be kept damp to limit dust and inconvenience or disturbance to the residents in the neighbourhood of the Works to a minimum.

PSA 3.6 DEGREE OF ACCURACY (Subclause 6.2)

Delete this subclause and replace with the following:

The Contractor shall construct each of the various parts of the Works to the degree of accuracy specified in the relevant standardized specification.

PSA 4 TESTING

PSA 4.1 APPROVED LABORATORIES (Subclause 7.2)

Add the following to this subclause:

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests. Unless otherwise stated in the Bill of Quantities, the cost of all tests shall be for the account of the Contractor and no additional payment will be made for them.

PSA 5 MEASUREMENT AND PAYMENT

PSA 5.1 MEASUREMENT (Subclause 8.1.1)

Add the following to this subclause:

In no case will any dimensions be allowed, or any quantities be included in the measurement for payment which shall exceed the dimensions required by the contract, or as ordered in writing by the Engineer in the case of extra work.

PSA 5.2 PAYMENT (Subclause 8.2)

Add the following to this subclause:

The quantities as shown in the Bill of Quantities, are estimated quantities, and are used for comparing tenders and awarding of the contract. It shall be noted that only the actual work executed, or materials supplied will be measured and paid for, therefore billed quantities may be increased or decreased as allowed for in the General Conditions of Contract.

The entire works shall be measured on completion by the Engineer and paid for at the relevant rates, according to the actual quantity of each item of work executed.

The Contractor shall have no claim for loss of profit on unexecuted works.

PSA 5.3 MEASUREMENT AND PAYMENT FOR SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS (Subclause 8.3)

Replace the item with the following: - Unit.

"PSA 8.3.1: Fixed Preliminary and General Charges..... Sum
PSA 8.3.2 : Value-Related Preliminary and General ChargesSum

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1.":

The tendered amount shall include the costs for the premiums of the surety for unused materials on site.

PSAB: ENGINEER'S OFFICE

PSAB 1 MATERIALS

PSAB 1.1 NAMEBOARDS (Subclause 3.1)

Add the following to the subclause:

Notwithstanding the provisions of Subclause 3.1 of SABS 1200 AB, the standard nameboards complying with the recommendations of the South African Association of Consulting Engineers shall be provided. Details of the nameboard will be available from the Engineers.

PSAB 1.2 OFFICE BUILDINGS (Subclause 3.2)

Delete this subclause and replace with the following:

The Contractor shall provide the following furnished offices for the use of the Engineer and the Client. Each office shall consist of one room with the following floor area:

- i) Engineers' office : 12 m²

The clear height of all offices between floor and ceiling shall be 2,5m minimum. All windows shall be of the type than can be open over the full window area.

Each office shall be weatherproof, shall have a concrete floor and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3m². Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions. The internal furnishings of each office shall include:

- a) one trestle table, 2m long x 1m wide x 0,9m high, with a smooth top.
- b) one table or desk having a top of size at least 1,5m x 0,9m and at least one lockable drawer.
- c) one high stool.
- d) two chairs.
- e) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers.
- f) shelving of total length 3m and of nominal width 300mm.

- g) an acceptable blind on each window,
- h) a wash-hand basin.
- i) acceptable lighting.
- j) provision for heating in winter and cooling in summer.
- k) one conference type steel table with folding legs of size at least 4,0m x 0,9m.

The Contractor shall also supply a toilet for the exclusive use of the Engineer.

PSAB 1.2 CAR PORTS (New Subclause 3.2 (k))

The Contractor shall provide two permanent car ports for the use of the Engineer. The car ports shall be so constructed that the vehicles parked under them will at all times be shaded from direct sunlight. The car ports shall be at least 20m² in area and shall have a hard stand of crushed stone.

PSAB 2 CONSTRUCTION

PSAB 2.1 SURVEY EQUIPMENT (Subclause 5.5)

Add the following:

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works:

1. 1 Tachometer capable of reading 20 seconds of arc.
2. 1 Engineer's level and level staff.
3. 2 Tachometer staffs graduated metrically.
4. 1 Steel tape of length 30m.

The tachometer may be shared by arrangement 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. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PSAB 2.2 CELLULAR PHONE (New Subclause 4.2)

The Contractor shall supply the Engineer with a cellular phone for the Engineer's sole use. The Contractor shall be responsible for the supply, maintenance, payment of accounts, etc. of the cellular phone. Ownership of the equipment shall revert to the Contractor at the end of the Contract.

PSAB 2.3 MEASUREMENT AND PAYMENT OF SURVEY EQUIPMENT

Provide and maintain survey equipment.....SUM.

The rate shall cover the charges for the provision, insurance, and maintenance of the equipment.

PSAB 3 SURVEY ASSISTANTS (Subclause 5.5)

Add the following:

The Contractor shall make available to the Engineer two suitably trained survey assistants for use on and about the SITE at all reasonable times for the duration of the Contract.

PSC: SITE CLEARANCE

PSC 1 MATERIALS (Clause 3)

PSC 1.1 DISPOSAL OF MATERIAL (Subclause 3.1)

Add to this subclause:

Material obtained from clearing and grubbing and from the demolition of structures shall be disposed of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

PSC 2 CONSTRUCTION (Clause 5)

PSC 2.1 INDIVIDUAL TREES (Subclause 5.2.3.2)

Add to this subclause:

Should the Contractor remove or damage any tree marked to be preserved, a penalty of R200,00 per tree shall be payable.

PSDB: EARTHWORKS (Pipe Trenches)

PSDB 1 MATERIALS (Subclause 3)

PSDB 1.1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1)

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All excavation for pipe trenches shall be classified in accordance with the following classification.

PSDB 1.1.1 Soft excavation

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 ton and having a flywheel power of approximately 220 kW or a back actor having 0,15 kW per millimetre bucket width.

PSDB 1.1.2 Hard excavation

Hard excavation shall be excavation in material which cannot be efficiently ripped by plant as described in PSDB 1.1.1. This excavation generally includes material such as formation of unweathered rock which can only be removed after blasting or boulders of 0,5 m³ or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavate any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavation proposed by the Contractor. In the event of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

PSDB 1.2 FREEHAUL (Subclause 5.6.8)

Delete this subclause and replace with the following:

The free haul distance within which the Contractor will be required to move material without separate compensation shall be 2,0km. Overhaul will be paid for the moving of material beyond that distance.

PSDB 2 CONSTRUCTION (Clause 5)

PSDB 2.1 REMOVAL OF HARD MATERIAL (Subclause 5.6.4)

Add the following:

All unused and surplus hard material shall be removed to the designated spoil site.

PSDB 2.2 PROGRAMMING OF PIPE TRENCHES (Clause 5.11)

The Contractor shall programme his work to finish all excavations and backfilling of the pipe trenches before the subbase of any street is built.

PSDB 3 MEASUREMENT AND PAYMENT (Subclause 9)

PSDB 3.1 BASIC PRINCIPLES (Subclause 8.1.1)

Change the following in this subclause:

The free haul distance will be 2,0km and not 0,5km.

PSDB 3.2 CALCULATION OF QUANTITIES (Subclause 8.2.3)

Change the first sentence of the subclause to read as follows:

Where volumetrically measurement is necessary, the volume will be computed from the difference in level between natural ground level and 100mm below pipe invert level as shown on the drawings.

PSDB 3.3 SOILCRETE

The unit of measurement is a cubic meter soilcrete as constructed, computed according to prescribed dimensions of the excavation and the depth of the soilcrete. The volume of any pipes and structures in or crossing the soilcrete must be subtracted from the computed quantity.

The tendered rate shall include payment for the construction of the soilcrete complete and according to specifications, including Portland cement used at a rate of 7% of the dry density of the soil used and the placing of rocks to support the soilcrete and the end of the trenches.

PSL MEDIUM PRESSURE PIPELINES

PSL 1 MATERIALS

PSL 1.1 VALVES (Subclause 3.10)

Delete this clause and replace with the following:

Valves shall comply with the requirements of SABS 664. All valves shall be tested hydraulically to the specified pressure. During testing the valves shall meet two conditions: firstly, with the pressure applied with the valve completely open and thereafter to either side of the gate with the valve completely closed.

All valves shall be coated with a protective layer of paint or solution applied in an approved manner. All valves shall close in an anticlockwise direction when viewed from

above on the spindle. All cap tops supplied on the range of valves, shall be of the same size in order that ne size valve key may be used.

PSL 2 CONSTRUCTION

PSL 2.1 DEPTH AND COVERING (Subclause 5.1.4)

Delete this clause and replace with the following:

PSL 2.1.1 Except where permitted in PSL 2.1.2 hereafter, water pipes shall be positioned in such a way as to maintain a minimum cover of 1 000mm from the finished surface to the top of the pipe.

Where stormwater pipes and/or sewer pipes cross the water pipe, the minimum free distance between the outside of any of the pipes and the outside of the coupling of the water pipe shall be 150mm. Should, at the specified minimum cover, the free distance be less than 150mm, the water pipe will be lowered to the required level ensuring the free distance for a minimum distance of 1,0m, either side of the centre line of the stormwater- or sewer pipe, beyond which the pipe will be sloped back to the required level according to PSL 2.1.1 as detailed in subclause 5.1.4.2 of SABS 1200 L.

PSL 2.2 CONNECTION AT EXISTING PIPES

Add the following to this clause as subclause 5.11:

All the consumers concerned as well as the Engineer and the Statutory Authority shall be notified in writing at least one week before the existing water supply is interrupted. Arrangements for the interruption of the water supply shall be made in advance with the Statutory Authority and the Contractor shall not be entitled to lodge any claims as a result of problems caused by non-compliance. Under no circumstances shall employees of the Contractor be allowed to interrupt the water supply at any time.

All activities during the interruption of the water supply shall be planned and co-ordinated beforehand and all the preparations possible shall be completed before the interruption to minimise the inconvenience to the consumers. The Engineer has the authority to stop or to postpone the interruption and the Contractor will not be entitled to any claims in this regard, should the Engineer be of the opinion that the interruption was prolonged more than necessary as a result of bad planning by the Contractor.

PSL 3 STANDARD HYDRAULIC PIPE PRESSURES

PSL 3.1 TEST PRESSURES AND TIME OF TESTING (Subclause 7.3.1)

Add the following to subclause 7.3.1.2:

Test pressures on all pipes shall be 1,5 times it's working pressure and the following test pressure shall be applied:

Class 16: 2400 kPa.

Class 12: 1 800 kPa.

Class 9: 1 350 kPa.

Class 6: 1 000 kPa.

PSL 4 MEASUREMENT AND PAYMENT

PSL 4.1 SUPPLY, LAY AND BED PIPES COMPLETE WITH JOINTS (Subclause 8.2.1)

Add the following to this subclause:

Rates for pipes and fittings shall include all joints and couplings that may be required. Additional payment will be made for class-to-class joints.

PSLB BEDDING (Pipes)

PSLB 1 MATERIALS (Clause 3)

PSLB 1.1 BEDDING (Subclause 3.3)

Delete this subclause and replace with the following:

Bedding for rigid pipes shall be as for Class C (see Drawing LB-1) and bedding for flexible pipes shall be selected granular material and selected fill material (see Drawing LB-2) except were shown otherwise on the drawings.

Bedding cradle for Class C bedding shall be of selected granular material (see 3.1)

The material for the selected fill blanket shall in all cases comply with the requirements of 3.2.

PSLB 1.2 SUITABLE MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.2)

Change the free haul distance in this subclause from 0,5 km to 3,0 km.

PSLB 2 MEASUREMENT AND PAYMENT

PSLB 2.1 FREEHAUL (Subclause 8.1.6)

Change this subclause to the following:

The free haul distance is 3,0 km.

PSLF ERF CONNECTIONS (WATER)

Meters shall comply to the Commercial Metrology Act, Act 77 of 1973, Regulation 80 of Part II of Government Gazette 5806 of 18 November 1977.

PSE.11. MANUALS

PSE.11.1 Three complete sets of maintenance and operator manuals shall be supplied at first handover.

PSE.11.2 The manual shall include at least the following for all the equipment:

- Sales pamphlets
- Full technical information
- Connection diagrams
- As built drawings
- Calibration and commissioning information.

PSE.12. DRAWINGS

PSE.12.1 Workshop drawings shall be submitted to the engineer for approval before any manufacturing commences.

PARTICULAR SPECIFICATIONS

PSE.13. QUALITY OF MATERIAL

PSE.13.1 Only new material and equipment of the highest quality will be accepted.

C3.4.1.2 Particular Specifications

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

PLI : Specification for Generic Labour-intensive Specification

PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION

B 1231 LABOUR BASED CONSTRUCTION METHODS

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services.
- b) Preparation of bedding material for water pipes.

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities will reflect positively on the Bidder's bid if he should use more labour-based methods.

PLI 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) trenches having a depth of less than 1,5 metres

PLI 2 Precedence

Where this specification conflicts with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PLI 3 Hand excavatable material

Hand excavatable material is material:

(a) Granular materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

Note: (1) A boulder, a cobble and gravel are material with a particle size greater than 200 mm, between 60 and 200 mm.

(2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled.

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.

Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

PLI 4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers.

- (a) to 90% Proctor density.
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLI 6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLI 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLI 8 Shaping

All shaping shall be undertaken by hand.

PLI 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 Haul

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

PLI 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PLI 12 Spreading

All material shall be spread by hand.

PLI 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 16 Manufactured elements

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

SCHEDULES OF QUANTITIES

Note: *Labour-intensive works must be highlighted in the schedules/bills of quantities for the payment items relating to labour-intensive works.*

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules/bills of quantities in the contract with the contractor:

- 1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Training allowance paid to targeted labour in terms of formal training.

Extra over for the administration of payment of training allowances to targeted labour.

Transport and accommodation of workers for training where it is not possible to undertake the training near the site.

(Provisional sum)

Person days

Person days

Sum

(Insert quantity)
(As above)
(Insert provisional sum)
(Insert specified day rate)

C3.5. Management

C3.5.1 Management of the Works

C3.5.1.1 Applicable SANS 1921 Standards

As specified under Clause 3.4.

C3.5.1.2 Particular Specification

As specified under Clause 3.4.

C3.5.1.3 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.

C3.5.1.4 Sequence Of The Works

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

C3.5.1.5 Software Application For Programming

Not applicable.

C3.5.1.6 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.

C3.5.1.7 Quality Plans and Control

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.

C3.5.1.8 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.

C3.5.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

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.

C3.5.1.10 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.

C3.5.1.11 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.

C3.5.1.12 Recording of Weather

Refer to C3.4.2.6.

C3.5.1.13 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:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

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

C3.5.1.14 Key Personnel

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

C3.5.1.15 Management Meetings

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

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

C3.5.1.16 Forms for Contract Administration

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

C3.5.1.17 Electronic Payments

Not applicable.

C3.5.1.18 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.

C3.5.1.19 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.

C3.5.1.20 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.

C3.5.1.21 Permits

Not applicable.

C3.5.1.22 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.

C3.5.1.23 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.

C3.5.2 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.

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.

C3.5.2.1 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.

C3.5.2.2 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.

C3.5.2.3 Traffic Control on Roads

Refer to Scope of Works

C3.5.2.4 Measures Against Disease and Epidemics

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

C3.5.2.5 Aids Awareness

As per the Contractor's Health and Safety Plan

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

C3.6. Annexes

- C3.6.1 Health & Safety Specification by the Employer
- C3.6.2 Construction Environment Management Plan & Specifications

NEWCASTLE MUNICIPALITY

CONTRACT NO: A068 - 2023/24

PANEL OF CONTRACTORS FOR WATER AND SANITATION CONSTRUCTION PROJECTS WITHIN NEWCASTLE ON AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 3 YEARS.

Annex C3.6.1 Health and Safety Specifications Provided by the Employer

C3.6.1.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting and lowering of materials and equipment
- Potentially dangerous existing services, i.e. water and sewerage mains, electrical high voltage cables, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Movement of construction vehicles on site, taking into consideration, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Working in built-up areas
- Collapsing trenches.
- Non-conformance to specifications with regards to materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

C3.6.1.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) "Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "client" as defined in the Construction Regulations 2003. "Employer" and "client" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.
- (c) "Engineer" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

C3.6.1.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) A documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations.
The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) A declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

C3.6.1.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) The demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) The use of explosives;
- (c) Construction work that will exceed 30 days or 300 person-days;
- (d) Excavation work deeper than 1,0m; or
- (e) Working at a height greater than 3,0m above ground or landings.

The notification must be done in the form that will be provided.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

C3.6.1.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

C3.6.1.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

(a) Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

(b) Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to

enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

C3.6.1.7 APPOINTMENT OF SAFETY PERSONNEL

(a) Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work. He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

(b) Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

(c) Health and safety representatives

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

(d) Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

(e) Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (n) Stacking and storage on construction sites as described in Regulation 26; and
- (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

C3.6.1.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHS 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1) (j)).

C3.6.1.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved.

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

Works related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved. In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with. It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply. In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C3.6.1.10 MEASUREMENT AND PAYMENT

Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

Annex C3.6.2 Construction Environmental Management Plan & Specifications

C3.6.2.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan and specifications is required. The purpose of the EMP&S is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C3.6.2.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C3.6.2.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc.)
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C3.6.2.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C3.6.2.5 Access

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

C3.6.2.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWS.

C3.6.2.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C3.6.2.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

C3.6.2.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C3.6.2.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C3.6.2.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc.).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).

- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills.
- The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C3.6.2.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C3.6.2.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C3.6.2.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C3.6.2.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C3.6.2.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

C3.6.2.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C3.6.2.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C3.6.2.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C3.6.2.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leak-proof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc.) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

Part C4: Site Information

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C4.1 LOCALITY PLAN

The roads to be constructed are located within Newcastle Municipality.

