

**MHLATHUZE WATER**  
**CONTRACT NO. MW/92/4/2022/2023**  
**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER**  
**SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**



**MHLATHUZE WATER**

**CONTRACT NO MW/92/4/2022/2023**  
**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE**  
**ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD**  
**OFFICE**

**TENDER SUBMITTED BY:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact No. \_\_\_\_\_ Email: \_\_\_\_\_

**TENDER CLOSING DATE: 17 MAY 2023 at 12h00**

**Enquiries:** For technical enquiries Mr Sithelo Ngubane on Tel: 035 902 1185 or e-mail [tenders@mhlathuze.co.za](mailto:tenders@mhlathuze.co.za) and for other enquiries contact Mr. S. Mndaweni on Tel: 035 902 1037 or e-mail [simndaweni@mhlathuze.co.za](mailto:simndaweni@mhlathuze.co.za)

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**PART T1**

**TENDERING PROCEDURES**

**1.1 Tender Notice and Invitation to Tender**

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**PART A**  
**INVITATION TO BID**

|  |   |                      |             |                      |       |
|--|---|----------------------|-------------|----------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER</b>         |   |                      |             |                      |       |
| <b>BID NUMBER:</b>   | MW/92/4/2022/2023   | <b>CLOSING DATE:</b> | 17 May 2023 | <b>CLOSING TIME:</b> | 12h00 |
| <b>DESCRIPTION</b>   | <b>APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE</b> |                      |             |                      |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</b> |   |                      |             |                      |       |

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

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

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|  |  |  |   |
|--|--|--|---|
| <b>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX</b>  | <input type="checkbox"/>   | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |   |
|  | <input type="checkbox"/>   | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |   |
|  | <input type="checkbox"/>   | A REGISTERED AUDITOR<br>NAME:  |   |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |   |
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ANSWER PART B:3 BELOW ] |
| <b>SIGNATURE OF BIDDER</b><br>.....  | <b>DATE</b>  |  |   |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)                                    |  |  |   |
| <b>TOTAL NUMBER OF ITEMS OFFERED</b>   |  | <b>TOTAL BID PRICE (ALL INCLUSIVE)</b>   |   |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                   |   |
| DEPARTMENT/ PUBLIC ENTITY  | MHLATHUZE WATER  | CONTACT PERSON   | SITHELO NGUBANE   |
| CONTACT PERSON   | SIHLE MNDAWENI   | TELEPHONE NUMBER   | 035 902 1185  |
| TELEPHONE NUMBER   | 035 902 1037   | FACSIMILE NUMBER   | N/A   |
| FACSIMILE NUMBER   | N/A  | E-MAIL ADDRESS   | <a href="mailto:sngubane@mhlathuze.co.za">sngubane@mhlathuze.co.za</a>                          |
| E-MAIL ADDRESS   | <a href="mailto:smndaweni@mhlathuze.co.za">smndaweni@mhlathuze.co.za</a>               |  |   |

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|   |
|---|
| <b>1. BID SUBMISSION:</b>   |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. <b>BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b></p> <p>1.4. <b>WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b></p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>   |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |
| <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</p>  |

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3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

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**BID NOTICE AND INVITATION TO TENDER**

**1. BID ADVERT**

Responses to this bid advert [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent, Tenderer or Bidder**] for the provision of: **APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE.**

The bid advert can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: [www.etenders.gov.za](http://www.etenders.gov.za) (free of charge) from **Wednesday, 03 May 2023** until **Monday, 15 May 2023.**

Any additional information or clarification will be emailed to all Respondents, if necessary.

**2. FORMAL BRIEFING**

A compulsory tender briefing will be conducted at **Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900** on the **Monday, on the 08 May 2023 starting at 10h00** for a period of  $\pm$  1 hours and proceed to site. [Respondents to provide own transportation and accommodation].

- a) A Certificate of Attendance in the form set out in returnable schedule 4 must be completed and submitted with your Proposal as proof of attendance of the compulsory RFP briefing meeting.
- b) Respondents failing to attend the compulsory bid advert briefing meeting will be disqualified.
- c) The briefing session will start punctually at **10h00** and information will not be repeated for the benefit of Respondents arriving late.
- d) Only two persons per company will be allowed access to the meeting and site.
- e) The relevant persons attending the meeting must ensure that their identity documents are on their person for inspection at the access control gates.
- f) Mhlathuze Water will not be held responsible if any Bidder who did not attend the compulsory session subsequently feels disadvantaged as a result thereof.

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**3. BID ADVERT SUBMISSION**

Only those tenderers who satisfy the following criteria are **eligible** to submit tenders:

1. The tenderer completed the Declaration of Interest
2. Active Contractor's Certificate of Registration with CIDB Grading (2CE/EP or higher)
3. Have COID's Letter of Good Standing or Similar
4. Attend Compulsory briefing
5. Company registration documents

Proposals **in duplicate [1 original and 1 copy] plus a memory stick** must reach the Mhlathuze Water Supply Chain Department before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Description: **APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE.**

Closing date and time: **Wednesday, 17 May 2023 at 12h00**

Closing address *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

**4. DELIVERY INSTRUCTIONS FOR BID ADVERT**

- a) Delivery by hand

If delivered by hand, the envelope is to be deposited in the Mhlathuze Water tender box which is located at the main entrance and should be addressed as follows:

MHLATHUZE WATER BUILDING  
TENDER BOX

**Mhlathuze Water Cnr South Central Arterial & Battery Bank**  
Richards Bay  
3900

The measurements of the "tender slot" are 440mm wide x 90mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 90mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 and 4 above.

- b) It should also be noted that the above tender box is located at the ground level inside the main office entrance and is accessible to the public from 7h30 till 16h00, Monday to Friday.

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- c) Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the following address

**MHLATHUZE WATER BUILDING**

**TENDER BOX**

**Mhlathuze Water Cnr South Central Arterial & Battery Bank**

**Richards Bay**

**3900**

- d) If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- e) No email or facsimile responses will be considered, unless otherwise stated herein.
- f) The responses to this bid advert will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- g) Mhlathuze Water shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- h) Envelopes must not contain documents relating to any bid advert other than that shown on the envelope.

**5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As explained in more detail in the B-BBEE Preference Points Claim Form in Schedule 9 and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Mhlathuze Water will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

Respondents are required to complete Schedule 9 [the B-BBEE Preference Point Claim Form] and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status. Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

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**5.2 B-BBEE Joint Ventures, Consortiums and/or Sub Consultants**

In addition to the above, Respondents who would wish to enter into a Joint Venture [**JV**] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their bid advert the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or sub consultant(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the Bid advert to enable Mhlathuze Water to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as tender **Returnable Schedule 9**.

**N.B. Failure to submit a valid and original B-BBEE certificate or a certified copy thereof for a JV or Consortium, at the Closing Date of this BID, will result in a score of zero being allocated for B-BBEE.**

**5.3 JVs or Consortiums**

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Mhlathuze Water through this bid advert process.

This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Mhlathuze Water.

a) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

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b) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this bid advert in particular.

## **5.5 B-BBEE Registration**

In addition to the Verification Certificate, Mhlathuze Water recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Mhlathuze Water with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Mhlathuze Water would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

*For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>*

## **6. COMMUNICATION**

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Mhlathuze Water in respect of this bid advert between the closing date and the date of the award of the business.

- a) For specific queries relating to this bid advert, a bid advert Clarification Request Form should be submitted before **12h00 on Friday 12 May 2023** substantially in the form set out in tender returnable schedule 17. In the interest of fairness and transparency Mhlathuze Water's response to such a query will then be made available to the other Respondents who have collected bid advert documents.
- b) After the closing date of the bid advert, a Respondent may only communicate with the Contract Specialist of Mhlathuze Water **Sihle Mndaweni**, emails [tenders@mhlathuze.co.za](mailto:tenders@mhlathuze.co.za) or phone number **035 902 1037** on any matter relating to its bid advert.

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**Respondent found to be in collusion with one another will be automatically disqualified and restricted from doing business with Mhlathuze Water in the future.**

**7. INSTRUCTIONS FOR COMPLETING THE BID ADVERT**

- a) Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal. Memory stick of the full tender document must also be submitted with the required hard copies.
- b) Both sets of documents are to be submitted to the address specified in paragraph 4 above.

**8. COMPLIANCE**

The successful Respondent [hereinafter referred to as the *Constructor*] shall be in full and complete compliance with any and all applicable laws and regulations.

**9. ADDITIONAL NOTES**

- a) Changes by the Respondent to its submission will not be considered after the closing date.
- b) The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer tender **Returnable Schedule 2**]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.
- c) Mhlathuze Water will not do business with companies involved in B-BBEE fronting practices.
- d) Mhlathuze Water may wish to visit the Respondent's place of manufacture and/or workshop and/or office premises during this bid advert process.
- e) Mhlathuze Water reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Mhlathuze Water's option, any evaluation criteria listed in this bid advert document.
- f) Unless otherwise expressly stated, all Proposals furnished pursuant to this bid advert shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

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**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT  
IN BID BEING REJECTED**

**10. DISCLAIMERS**

Respondents are hereby advised that Mhlathuze Water is not committed to any course of action as a result of its issuance of this bid advert and/or its receipt of Proposals. In particular, please note that Mhlathuze Water reserves the right to:

- a) Modify the bid advert's Works and request Respondents to re-bid on any such changes;
- b) Reject any bid which does not conform to instructions and specifications which are detailed herein;
- c) Disqualify Proposals submitted after the stated submission deadline [closing date];
- d) Not necessarily accept the lowest priced Proposal;
- e) Reject all Proposals, in accordance with the PPPFA;
- f) Withdraw the BID on good cause shown;
- g) Award a contract in connection with this Proposal at any time after the bid advert's closing date;
- h) Make no award of a contract;
- i) Award of this bid advert will be subject to approval of funds by the delegated authority;
- j) Mhlathuze Water reserves the right to split the award of the business by awarding to two or more bidders.

In addition, Mhlathuze Water reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998.

Respondents are required to indicate in tender **Returnable Schedule 14** [*Supplier Integrity Pact - Breach of Law- Annexure A*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Mhlathuze Water reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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Kindly note that Mhlathuze Water will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Bid, whether or not the Respondent is awarded a contract.

**11. LEGAL REVIEW**

A Bid submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Mhlathuze Water's Legal Counsel, prior to consideration for an award of business.

**Mhlathuze Water urges its clients, *Consultants* and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 204 310**

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**PART T1  
TENDERING PROCEDURES**

**T 1.2 Tender Data**

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**TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)).

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

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

| <b>Clause Number</b> | <b>Addition or Variation to Standard Conditions of Tender</b>   |
|----------------------|---|
| F.1.1                | The Employer is <b>Mhlathuze Water</b>  |
| F.1.2                | <p>The tender documents issued by the employer comprise:</p> <p><b>Part T1    Tender Procedures</b></p> <p style="padding-left: 40px;">T1.1 Tender Notice and Invitation to Tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p><b>Part T2    Returnable Documents</b></p> <p style="padding-left: 40px;">T2.1 List of Returnable Documents</p> <p style="padding-left: 40px;">T2.2 Returnable Schedules</p> <p><b>Part C1    Agreements And Contract Data</b></p> <p style="padding-left: 40px;">C1.1 Form of offer and acceptance</p> <p style="padding-left: 40px;">C1.2 Contract data</p> <p><b>Part C2    Pricing data</b></p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of Quantities</p> <p><b>Part C3    Scope of work</b></p> |

| <b>DESCRIPTION</b>  | <b>CONTRACT No.</b>      | <b>DATE</b>     | <b>PAGE No.</b>       |
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| Clause Number | Addition or Variation to Standard Conditions of Tender   |
|---------------|--|
|               | <p>C3.1 Description of work</p> <p>C3.2 Employer's Agenting</p> <p>C3.3 Preferential Procurement Procedures</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Specification Data</p> <p><b>Part C4 Site Information</b></p> <p>C4.1 Locality</p> <p><b>Part C5 Particular Specifications Bound Into Document</b></p> <p>C2.1 General Specifications</p> <p>C2.2 Particular Specifications</p> <p><b>Part C6 Tender Drawings</b></p> <p><b>Part C7 Special Conditions of Contract</b></p> <p>Annexure A - Electronic Book of Drawings</p> <p>Annexure B – Excel Tender BoQ (for information only)</p> |
| F.1.3         | <b>Contract Period: 60 days (including special non-working days)</b>   |
| F.1.4         | <p>The Employer's Agent's details are as follows:</p> <p><b>Name :</b> Sithelo Ngubane</p> <p><b>Company :</b> Mhlathuze Water</p> <p><b>Address :</b> <b>Mhlathuze Water Head Office,</b><br/> <b>Cnr South Central Arterial &amp; Battery Bank</b><br/> Richards Bay 3900</p> <p><b>Tel. No. :</b> +27 (0) 35 902 1185</p> <p><b>Fax No. :</b> +27 (0) 35 902 1111</p>   |

| DESCRIPTION   | CONTRACT No.      | DATE     | PAGE No.       |
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| Clause Number | Addition or Variation to Standard Conditions of Tender  |
|---------------|---|
|               | <p><b>E-Mail</b> : sngubane@mhlathuze.co.za</p>   |
| F.2.1         | <p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>b. Submit all compulsory returnable listed below.</p> <ol style="list-style-type: none"> <li>1. The tenderer completed the Declaration of Interest</li> <li>2. Active Contractor's Certificate of Registration with CIDB Grading (2CE/EP or higher)</li> <li>3. COID's Letter of Good Standing or Similar.</li> <li>4. Compulsory briefing certificate</li> <li>5. Company registration documents</li> </ol> <p><b>Failure to submit the above requested information will lead to disqualification.</b></p> |
| F.2.4         | <p>All work produced, including records, documents pertaining to this tender shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.</p>   |
| F.2.7         | <p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>   |
| F.2.8         | <p>Accept that <b>failure to request clarification</b> on tender documents, in at least 5 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be obligated to respond to any requests for clarification of tender documents submitted in less than 5 working days prior to the closing date.</p>   |

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| <b>Clause Number</b> | <b>Addition or Variation to Standard Conditions of Tender</b>  |
|----------------------|--|
| F.2.12               | <b>Criteria for alternative tender offers</b><br>No alternative tender offers will be accepted.  |
| F.2.13.3             | All proposals shall be submitted in the following format: <ul style="list-style-type: none"> <li>• A completed original with all Returnables</li> <li>• 1 (one) copy of the original with all Returnables</li> <li>• 1 (one) electronic copy of the completed original with all compulsory Returnables on the memory stick</li> </ul>  |
| F.2.13.5             | The <b>Employer's address</b> for delivery of tender offers and identification details to be shown on each tender offer package are as follows: <p> <b>Location of Tender Box</b> : Office Block Foyer<br/> <b>Physical Address</b> : Mhlathuze Water<br/>             Corner of South Central Arterial &amp; Battery Bank<br/>             Alton<br/>             RICHARDS BAY 3900           </p> <p> <b>Identification Details</b> : <b>MW/92/4/2022/2023</b> </p> <p style="text-align: center;"> <b>APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE</b><br/> <b>ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE</b> </p> <p>Tenderers are to ensure that the proposals submitted will fit into the tender box slot (opening) which measures 440mm x 90mm. Prior arrangement on the submittal of large tender documents should be made with the SCM Bid Administrator</p> |
| F.2.13.6             | A two-envelope procedure will <b>NOT</b> be followed.  |
| F.2.15.1             | The closing time for submission of tender offers is @ <b>12h00 on 17 May 2023</b>  |
| F2.13.9              | Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.   |

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| Clause Number | Addition or Variation to Standard Conditions of Tender   |
|---------------|--|
| F.3.7         | Accept that failure to submit certificates stated in the Tender Data and failure to complete <b>in full the tender document shall result in tender being regarded as non-responsive.</b>   |
| F.2.16.1      | The tender offer validity period is 120 working days from the tender closing date.<br><br>If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the closure of business on the next working day.   |
| F.2.18        | Provide, on request by the <i>Employer</i> , any other material information 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 <i>Employer</i> 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 <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.  |
| F.2.20        | Upon request by the Employer, the successful Tenderer shall submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.  |
| F.2.22        | Return all retained tender documents within 14 days after the expiry of the validity period  |
| F.2.23        | <p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1. An <b>original valid</b> Tax Clearance Certificate issued by the South African Revenue Services;</li> <li>2. A <b>valid</b> Letter of good standing with the compensation fund or with a licensed compensation insurer;</li> <li>3. Tendering Entity's latest <b>valid</b> B-BBEE Certificate or Sworn Affidavit applicable as per the latest B-BBEE Legislation must accompany <b>Returnable Schedule 9</b></li> <li>4. Proof of registration on the National Treasury Central Supplier Database. Go to <a href="https://secure.csd.gov.za/Home/">https://secure.csd.gov.za/Home/</a> to register.</li> </ol> <p>Note: Refer to Section T2.1 for List of Returnable Documents</p> <p><b>Joint ventures</b> are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. A joint venture agreement, signed by both partners in a joint venture is in place.</li> </ol> |

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| <b>Clause Number</b> | <b>Addition or Variation to Standard Conditions of Tender</b>   |
|----------------------|---|
|                      | 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined.  |
| F.3.3                | <b>Site meeting / Briefing session</b><br><br>A compulsory briefing session will be held at Mhlathuze Water Head Office, located Cnr of South Central Arterial and Battery Bank, Alton, Richards Bay at <b>Amanzi Meeting Room on the 08 May 2023 2023 at 10h00. A site inspection will be done after the meeting.</b>  |
| F.3.4                | Tenders will be opened in public. Open tender system will be implemented.<br><br>Submissions must be placed in the Mhlathuze Water tender box situated at the Office Block Foyer before <b>12h00 on 17 May 2023</b><br><br>Submission must be in an envelope that is clearly marked - MW/92/4/2022/2023:<br><b>APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE</b><br><b>ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE,</b><br>and addressed to Mhlathuze Water–Supply Chain Management. |
| F.3.11               | The responsibility rests with the prospective tenderer to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.  |
| F.3.11.4             | Method 2: Financial offer and Preference.   |
| F.3.11.7             | Formula 2 option 2 to calculate the value of A. $W_1 = 90$  |
| F.3.11.8             | Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. 80/20 <ul style="list-style-type: none"> <li>• 80 Price</li> <li>• 20 Specific goals</li> </ul>  |

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| Clause Number | Addition or Variation to Standard Conditions of Tender   |   |   |
|---------------|--|---|---|
|               | <b>MW Specific Goals</b>   | <b>MW Specific Goals Narrative</b>  | <b>80/20</b><br>R1m up to R50m incl VAT |
|               | Race (HDP)   | Black Equity Ownership – 100% (Africans, Coloureds and Indians)   | 4                                       |
|               | Gender (HDP)   | Female Equity Ownership (51% )  | 4                                       |
|               | Disability (HDP)   | In respect of a person, a permanent impairment of a physical, intellectual or sensory function.                                       | 3                                       |
|               | Black Youth  | Black Equity Ownership – 100% (Africans, Coloureds and Indians)   | 5                                       |
|               | Black People Living in Rural Areas   | Black Equity Ownership – 100% (Africans, Coloureds and Indians)   | 2                                       |
|               | Black Military Veterans  | Black Equity Ownership – 100% (Africans, Coloureds and Indians)   | 2                                       |
|               | <b>Total number of preferential procurement points</b>   |   | <b>20</b>                               |
|               | <p>A bidder will not be disqualified from the bidding process if the bidder does not submit evidence of the specific goals applied for, such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively.</p> <p>The BBBEE Certificate will continue to be the primary means of verification where applicable. Other supplementary means of verification will be as follows:</p> |   |   |
|               | <b>MW Specific Goals</b>   | <b>Means of Verification</b>  |   |
|               | Race HDP<br>( <i>Black Equity Ownership HDP</i> )  | CIPC Registration Certificate/ CSD Printout   |   |
|               | Gender HDP<br>( <i>HDP Women Equity Ownership</i> )  | % of ownership (CIPC Registration Certificate/ CSD Printout)  |   |
|               | Black Owned  | B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1) |   |
|               | Disability ( <i>Disability Equity Ownership</i> )  | Medical Certificate   |   |
|               | Black People Living in Rural Areas( <i>Equity Ownership</i> )  | Utility bill, lease agreement, letter from a councillor or traditional authority  |   |
|               | Military Veterans ( <i>Equity Ownership</i> )  | Letter of confirmation from Department of Military Veterans   |   |

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| Clause Number | Addition or Variation to Standard Conditions of Tender  |               |  |
|---------------|---|---------------|--|
|               | <b>1. <u>Company Experience</u></b>   |               |  |
|               | Relevant experience in Civil or Electrical or Building Works in the past 10 years   | MAX 10        |  |
|               | 0 Projects  | 0             |  |
|               | 1 Project   | 3             |  |
|               | 2 Projects  | 6             |  |
|               | 3 Projects and above  | 10            |  |
|               | <b>TOTAL FOR COMPANY EXPERIENCE</b>   | <b>MAX 10</b> |  |
|               | <b>Note:</b> if one of the JV partners has done work requested above individually, the JV shall score full points and projects be counted accumulatively.   |               |  |
|               | <b>2. <u>Project Value</u></b>  |               |  |
|               | Bidder's value of any individual project undertaken in the in the last 10 years   | MAX 10        |  |
|               | 0 Projects  | 0             |  |
|               | 1 R50 000-R150 000 Project  | 3             |  |
|               | Above R150 000 – R250 000 Projects  | 6             |  |
|               | Greater than R250 000   | 10            |  |
|               | <b>TOTAL FOR COMPANY EXPERIENCE</b>   | <b>MAX 10</b> |  |
|               | <b>Note:</b> if one of the JV partners has done work of the value requested above, the JV shall get points.   |               |  |
|               | <b>For 1 and 2 above</b>  |               |  |
|               | It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties with corresponding appointment letter or Purchase Orders. Alternatively, completed schedule 10 per project with <b>clear project scope</b> in order to claim points for projects listed in Schedule 3.1.  |               |  |
|               | Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project, project value and period of performance. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above. |               |  |
|               | Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.   |               |  |

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| Clause Number  | Addition or Variation to Standard Conditions of Tender  |               |        |  |
|--|---|---------------|--------|--|
|  | <b><u>3. Experience of Key Personnel</u></b>  |               |        |  |
|  | <b>3.1. Qualification of the Project Manager</b><br>The Project Manager must have a minimum of 3 years' experience  |               | MAX 10 |  |
|  | Name of key personnel to be assessed:   |               |        |  |
|  | NQF Level 2-3 in Civil /Electrical/ Building Construction   | 3             |        |  |
|  | NQF Level 4 in Civil /Electrical/ Building Construction   | 6             |        |  |
|  | National Diploma in Civil/ Electrical / Building Engineering  | 10            |        |  |
|  | <b>TOTAL FOR KEY PERSONNEL</b>  | <b>MAX 10</b> |        |  |
|  |   |               |        |  |
|  | <b>3.2. Experience of the Electrician Artisan</b><br>The Electrician Artisan must be trade tested with relevant electrical qualification.   |               | MAX 10 |  |
|  | Name of key personnel to be assessed:   |               |        |  |
|  | 3 < 4 years of experience   | 3             |        |  |
|  | 4 < 5 years of experience   | 6             |        |  |
|  | 5+ years of experience  | 10            |        |  |
|  | <b>TOTAL FOR KEY PERSONNEL</b>  | <b>MAX 10</b> |        |  |
|  | <br><b><u>Note:</u></b> detailed CV and certified copies of qualifications and certificates must be attached in order to claim points for 3.1 and 3.2 above.  |               |        |  |
|  | <br><b><u>4. Locality</u></b>   |               |        |  |
|  | -Within City of Mhlathuze   |               | 20     |  |
| -Outside City of Mhlathuze but within King Cetshwayo DM  |   | 15            |        |  |
| -Outside King Cetshwayo Boundaries   |   | 10            |        |  |
| <b>TOTAL FOR LOCALITY</b>  |   | <b>MAX 20</b> |        |  |
| <br><b><u>Note:</u></b> Points for locality will only be scored if the bidder must submit either a valid lease agreement or municipal rates bill or signed traditional council's letter or Ward councillor's signed letter confirming business operating address not older than 3 months. An intent to lease an office will not be accepted. |   |               |        |  |
| <br><b><u>Note:</u></b> if one of the JV partners has submitted proof of address requested above, the JV shall get points.   |   |               |        |  |
| F3.13  | Add the following to the clause:<br><br>Accept that tender offers will only be accepted if:<br><br>(a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services. |               |        |  |

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| Clause Number | Addition or Variation to Standard Conditions of Tender   |
|---------------|--|
|               | <p>(b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>(c) the tenderer has not:</p> <p style="padding-left: 40px;">(i) abused the Employer's Supply Chain Management System; or</p> <p style="padding-left: 40px;">(ii) failed to perform on any previous contract with the Employer and has been given</p> <p>a written notice to this effect.</p> <p>The successful tenderer shall receive <b>one</b> copy of the signed contract.</p> |

**END OF SECTION –**

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**PART T1**  
**TENDERING PROCEDURES**

**PART T1**  
**TENDERING PROCEDURES**

**T 1.3 Standard Conditions of Tender**

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**STANDARD CONDITIONS OF TENDER**

**STANDARD CONDITIONS OF TENDER**

**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.

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**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 only required for tender evaluation purposes, shall not 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 organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the 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.

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**C.1.5 Cancellation and Re-Invitation of Tenders**

**C.1.5.1** An employer may, prior to award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the Employer's Agenting 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 no material irregularity in the tender process.

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

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

**C.1.6 Procurement procedures**

**C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 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 and keeping confidential the proposed solutions and associated information.

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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 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 the 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.

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**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.

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**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 may 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.

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**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, services or supply 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.

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**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 tender 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), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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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, policies, etc.**

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

**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 drew procurement 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:

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- 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.

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**C.3.5.2** Evaluate the 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:

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

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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 Arithmetic 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 quantity in bills of quantities or schedules of prices;
  - (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** The employer must correct the arithmetical errors in the following manner:

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

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**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. |

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**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**

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

**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;

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- 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, 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 Notice to unsuccessful tenderers**

An employer must, within twenty-one (21) 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.

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**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.

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**Note: Mhlathuze Water reserves the right to conduct the evaluation process in parallel. The evaluation of Bidders at any given stage must therefore not be interpreted to mean that Bidders have necessarily passed any previous stage(s)''**

**STAGE ONE: ELIGIBILITY**

The test for Eligibility the following:

| <b>STAGE ONE: Test for Administrative Responsiveness</b>   | <b>BID Reference</b> |
|--|----------------------|
| <ul style="list-style-type: none"><li>• The tenderer completed the Declaration of Interest</li></ul>                                   |                      |
| <ul style="list-style-type: none"><li>• Active Contractor's Certificate of Registration with CIDB Grading (2CE/EP or higher)</li></ul> |                      |
| <ul style="list-style-type: none"><li>• COID's Letter of Good Standing or Similar.</li></ul>   |                      |
| <ul style="list-style-type: none"><li>• Compulsory briefing certificate</li></ul>  |                      |
| <ul style="list-style-type: none"><li>• Company Registration documents</li></ul>   |                      |

*The test for Eligibility [Stage One] must be passed for a Respondent's Proposal to progress to Stage Two for administrative responsiveness*

**STAGE TWO: TEST FOR ADMINISTRATIVE RESPONSIVENESS**

The test for administrative responsiveness will include the following:

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

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

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**STAGE THREE: TEST FOR SUBSTANTIVE RESPONSIVENESS TO THE BID**

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

| <b>Pre-Qualification Criteria</b>   | <b>BID Reference</b> |
|---|----------------------|
| <ul style="list-style-type: none"><li>• pre-qualification criteria set by Mhlathuze Water</li></ul> |                      |
| <ul style="list-style-type: none"><li>• Price and preference</li></ul>                              |                      |

**END OF SECTION –**

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**PART T2**

**RETURNABLE DOCUMENTS**

**T 2.1 List of Returnable Documents**

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## **RETURNABLE DOCUMENTS**

Tenderers are required to submit the following with their tenders:

| <b>Schedule No.</b> | <b>Description</b>   | <b>Submitted YES / NO</b> |
|---------------------|--|---------------------------|
| A                   | Proof of Company Registration Documents  |                           |
| B                   | Contractor's Certificate of Registration with CIDB Grading (2CE/EP)  |                           |
| C                   | COID's Letter of Good Standing or Similar  |                           |
| D                   | Certified Copies of Identity Documents of Shareholders/Members/Directors of the Business                       |                           |
| E                   | A certified copy of Vat Registration Certificate (if vat number not included in the tax clearance certificate) |                           |
| F                   | A signed copy of Partnership / JV Agreement (where applicable)   |                           |
| G                   | A certified valid copy Of BBBEE Certificate or a Sworn Affidavit if Company is an EME or QSE                   |                           |
| H                   | Proof of registration with National Treasury Central Supplier Database (CSD)                                   |                           |
| I                   | Preliminary Programme, Cash Flow and Staff Organogram  |                           |
| J                   | Curriculum Vitae With certified copies of Qualifications and certificates of Key Personnel                     |                           |
| K                   | Quality, Environmental, and H&S Management System / plans  |                           |
| L                   | Tax compliance status pin  |                           |
| M                   | Proof of Business Address  |                           |

**Note:** Failing to submit document A to C will lead to disqualification. However other documents will not lead to disqualification but will score zero to technicality functionality. For none scoring documents, the successful bidder will have the opportunity to submit when requested.

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**A. PROOF OF COMPANY REGISTRATION DOCUMENTS**

[Attach copies here]

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**B. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

[Attach copies here]

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**C. COID LETTER OF GOOD STANDING OR SIMILAR**

[Attach copies here]

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**D. CERTIFIED COPIES OF ID DOCUMENTS OF SHAREHOLDERS/ MEMBERS/  
DIRECTORS OF THE BUSINESS AND PARTNERS. (NOT APPLICABLE IF A COMPANY  
IS A 100 % SUBSIDIARY)**

[Certified Copies of ID documents to be inserted here]

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**E. A CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE (IF VAT NUMBER NOT INCLUDED IN THE TAX CLEARANCE CERTIFICATE).**

[Attach copies here]

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**F. A SIGNED COPY OF PARTNERSHIP / JV AGREEMENT (WHERE APPLICABLE)**

[Attach copies here]

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**G. A CERTIFIED VALID COPY OF BBBEE CERTIFICATE OR A SWORN AFFIDAVIT IF COMPANY IS AN EME OR QSE**

[Attach copies here]

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**H. PROOF OF REGISTRATION WITH NATIONAL TREASURY CENTRAL SUPPLIER**  
**DATABASE (CSD)**

[Proof of registration with National Treasury central supplier database (CSD) to be inserted here]

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**I. PRELIMINARY PROGRAMME, CASH FLOW AND STAFF ORGANOGRAM**

[Attach copies here]

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**J. CURRICULUM VITAE WITH CERTIFIED COPIES OF QUALIFICATION AND**  
**CERTIFICATES OF KEY PERSONNEL**

[Attach copies here]

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**K. QUALITY, ENVIRONMENTAL, AND H&S MANAGEMENT SYSTEM**

Tick the following as appropriate:

Quality Management System

- ☐ (1) The tenderer is ISO 9001 certified (attached)
- ☐ (2) The tenderer has its own internal quality management system (attached)
- ☐ (3) The tenderer does not have an internal quality management system

Environmental Management System

- ☐ (1) The tenderer is ISO 14001 certified (attached)
- ☐ (2) The tenderer has its own internal environmental management system (attached)
- ☐ (3) The tenderer does not have an internal environmental management system

Health and Safety Management System

- ☐ (1) The tenderer is ISO 18001/45001 certified (attached)
- ☐ (2) The tenderer has its own internal H&S management system (attached)
- ☐ (3) The tenderer does not have an internal H&S management system

| DESCRIPTION  | CONTRACT No.      | DATE     | PAGE No.          |
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**L. TAX CLEARANCE CERTIFICATE**

**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2022 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**"Tax clearance certificate**

No contract may be awarded to a person who has failed to submit an original valid Tax Clearance matters or Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Matters or Certificate or Pin must be submitted as valid with the tender before the closing time and date of the tender.**

Each party to a Consortium /Sub-contractors must complete a separate Tax Clearance Certificate.

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Original valid Tax Clearance Certificate obtained from the new TCS system. All Bidders are required to provide the following to Mhlathuze Water in order to enable it to verify their tax compliance status:

Trading Name: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

Request reference number: \_\_\_\_\_ and

PIN: \_\_\_\_\_.

No tender may be awarded to any tenderer whose tax matters have not been declared to be in order by SARS.

***[Tax Clearance information must be provided and attached to this page as requested above as obtained from TCS Systems of SARS]***

***[Failure to provide an original and valid Tax Clearance Certificate or proof of requested Tax Compliance Status Information (with PIN) will invalidate the tender]***

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**M. PROOF OF BUSINESS ADDRESS**

Bidder must submit either a valid lease agreement or municipal rates bill not older than 3 months or signed traditional council's letter or Ward councilor's signed letter confirming business operating address. An intent to lease an office will not be accepted.

[Attach copies here]

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**PART T2**  
**RETURNABLE DOCUMENTS**

**T 2.2 Returnable Schedules**

Tenderers are required to submit the following schedules with their tenders:

| <b>Schedule No</b> | <b>Description</b>  | <b>Submitted (Yes/No)</b> |
|--------------------|---|---------------------------|
| Schedule 1         | COMPULSORY ENTERPRISE QUESTIONNAIRE   |                           |
| Schedule 2         | AUTHORITY OF SIGNATORY  |                           |
| Schedule 3.1       | COMPANY EXPERIENCE IN CIVIL OR ELECTRICAL OR BUILDING PROJECTS IN THE PAST 10 YEARS |                           |
| Schedule 3.2       | <b>SCHEDULE OF COMPLETION CERTIFICATES AND / OR REFERENCE LETTERS</b>               |                           |
| Schedule 4         | CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING                           |                           |
| Schedule 5         | TENDERER BANK DETAILS   |                           |
| Schedule 6         | ADDENDA / NOTICE(S) ISSUED TO TENDERERS   |                           |
| Schedule 7         | ALTERATIONS / AMENDMENTS BY TENDERER  |                           |
| Schedule 8         | DECLARATION OF INTEREST   |                           |
| Schedule 9         | PREFERENCE POINTS CLAIM FORM  |                           |
| Schedule 10        | SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION           |                           |
| Schedule 11        | DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS     |                           |
| Schedule 12        | AUTHORITY TO SUBMIT A TENDER  |                           |
| Schedule 13        | CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS                                   |                           |
| Schedule 14        | SUPPLIER INTEGRITY PACT   |                           |
| Schedule 15        | MHLATHUZE WATER SUPPLIER DECLARATION FORM   |                           |
| Schedule 16        | MUTUAL NON-DISCLOSURE AGREEMENT   |                           |
| Schedule 17        | TENDER CLARIFICATION REQUEST FORM   |                           |
| Schedule 18        | CREDIT CHECK AND REFERENCE  |                           |
| Schedule 19        | PROTECTION OF PERSONAL INFORMATION ACT CONSENT                                      |                           |

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**Essential Returnable**

**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of Enterprise**

**Section 2: VAT registration number (if any)**

**Section 3: Particulars of sole proprietors and partners in a partnership**

| Name | Identity Number | Personal Income Tax Number |
|------|-----------------|----------------------------|
|      |                 |                            |
|      |                 |                            |
|      |                 |                            |

**NB:** Section 3 to be completed only if a tenderer is a sole proprietor or partnership

**Section 4: Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 5: Records in the service of the State**

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

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | a member of any municipal council                                     |
| <input type="checkbox"/> | a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> | a member of the board of directors of any municipality                |
| <input type="checkbox"/> | an official of any municipality or municipal entity                   |
| <input type="checkbox"/> | an employee of Parliament or a provincial legislature                 |

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|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> | 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) |
| <input type="checkbox"/> | a member of any provincial legislature   |

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

| <b>Name of sole proprietor, partner, manager, director, principal shareholder or stakeholder</b> | <b>Name of institution, public office, board or organ of state and position held</b> | <b>Status of service (i.e. current or within the last 12 months)</b> |
|--|--|--|
|  |  |  |
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|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |

**NB:** Please attach a separate page if necessary.

**Section 6: Record of spouses, children, relatives, parents in the service of state**

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

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | a member of any municipal council                                     |
| <input type="checkbox"/> | a member of the National Assembly or the National Council of Province |

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|  |  |
|--|--|
|  | a member of the board of directors of any municipality   |
|  | an official of any municipality or municipal entity  |
|  | an employee of Parliament or a provincial legislature  |
|  | a member of an accounting authority of any national or provincial public 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 any provincial legislature   |

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

| <b>Name of spouse, child, relative or parent</b> | <b>Name of institution, public office, board or organ of state and position held</b> | <b>Status of service (i.e. current or within the last 12 months)</b> |
|--|--|--|
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**NB:** Please attach a separate page if necessary.

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**Section 7: List of partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.**

| NAME | IDENTITY<br>NUMBER | CITIZENSHIP | PDI STATUS<br>(YES/NO) | DATE OF<br>OWNERSHIP | %<br>OWNED | VOTING<br>% |
|------|--------------------|-------------|------------------------|----------------------|------------|-------------|
|      |                    |             |                        |                      |            |             |
|      |                    |             |                        |                      |            |             |
|      |                    |             |                        |                      |            |             |
|      |                    |             |                        |                      |            |             |
|      |                    |             |                        |                      |            |             |
|      |                    |             |                        |                      |            |             |

**NOTE:** where owners are themselves a company, close corporation, partnerships etc. identify the ownership of the holding firm.

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

- (i) confirms that neither the name of the enterprise or the name of any partner, manager, director or any other person who partly or wholly 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;
- (ii) confirms that no partner, member, director or any other person, who partly or wholly exercise or may exercise control over the enterprise has, within the last five (5) years been convicted of fraud or corruption;
- (iii) confirms that he/she or any of the partners, members, directors or any other person is 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;
- (iv) confirms that the contents of this questionnaire are within his/her personal knowledge and are to the best of his/her belief both true and correct.

**Signed on behalf of Tenderer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

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**SCHEDULE 2: AUTHORITY OF SIGNATORY**

**Essential Returnable**

Tenderers shall submit with their tenders the following information:

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

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

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

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

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

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

(*Print Company Name*) .....

.....  
.....

Signed on behalf of Company : .....

In his/her capacity as : .....

Date : .....

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

**SIGNATURE OF SIGNATORY:** .....

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**Essential Returnable**

**SCHEDULE 3.1: COMPANY EXPERIENCE IN CIVIL OR ELECTRICAL OR BUILDING WORKS IN THE PAST  
10 YEARS**

| Company (Client) Name,<br>Company<br>Representative contact<br>details | Project Description | WATER SUPPLY PROJECTS<br>(CIVIL OR ELECTRICAL OR<br>BUILDING WORKS ) | Contract<br>Duration<br>(Start and<br>End date) | Contract Value |
|--|---------------------|--|---|----------------|
|  |                     |  |   |                |
|  |                     |  |   |                |
|  |                     |  |   |                |
|  |                     |  |   |                |
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|  |                     |  |   |                |

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| <b>Company (Client) Name,<br/>Company<br/>Representative contact<br/>details</b> | <b>Project Description</b> | <b>WATER SUPPLY PROJECTS<br/>(CIVIL OR ELECTRICAL OR<br/>BUILDING WORKS)</b> | <b>Contract<br/>Duration<br/>(Start and<br/>End date)</b> | <b>Contract Value</b> |
|--|----------------------------|--|---|-----------------------|
|  |                            |  |   |                       |
|  |                            |  |   |                       |
|  |                            |  |   |                       |
|  |                            |  |   |                       |
|  |                            |  |   |                       |
|  |                            |  |   |                       |

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It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties or alternatively, completed schedule 10 per project with **clear project scope** in order to claim points for projects listed in Schedule 3.1. Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.

Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.

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**Essential Returnable**

**SCHEDULE 3.2: SCHEDULE OF COMPLETION CERTIFICATES AND / OR REFERENCE LETTERS**

It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties or alternatively, completed schedule 10 per project with **clear project scope** in order to claim points for projects listed in Schedule 3.1. Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.

Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.

[Attached completion certificates to this sheet]

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**Schedule 4: Certificate of Attendance at  
Tender Clarification Meeting**

**Compulsory Returnable**

This is to certify that

\_\_\_\_\_ (Tenderer)

of

\_\_\_\_\_ (address)

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

|           |  |                             |
|-----------|--|-----------------------------|
| Held at:  | <b>Mhlathuze Water Head Office, Cnr Battery Bank, S Central Arterial, Richards Bay, 3900</b> |                             |
| On (date) | <b>08 May 2023</b>   | Starting time: <b>10h00</b> |

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

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

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

Name

Signature

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

\_\_\_\_\_

Name

Signature

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

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**SCHEDULE 5: TENDERER BANK DETAILS**

**Essential Returnable**

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

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**SCHEDULE 6: ADDENDA / NOTICE(S) ISSUED TO TENDERERS**

**Essential Returnable**

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

**(NB: Addendum/Addenda shall only be made available to Tenderers who attended the Site Clarification Meeting.). Bidders must acknowledge that they received addenda notice.**

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(On behalf of the Tenderer)

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**SCHEDULE 7: ALTERATIONS / AMENDMENTS BY TENDERER**

**Essential Returnable**

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

| Page No. | Clause / Description |
|----------|----------------------|
|          |                      |
|          |                      |
|          |                      |
|          |                      |

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(On behalf of the Tenderer)

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**SCHEDULE 8: DECLARATION OF INTEREST**

**Essential Returnable**

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

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

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

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

2.7 Are you or any person connected with the bidder **YES / NO**  
 presently employed by the state?

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
 the appropriate authority to undertake remunerative  
 work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**  
 document?

(Note: Failure to submit proof of such authority, where  
 applicable, may result in the disqualification of the bid.

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

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

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

.....  
.....

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

| Full Name | Identity Number | Personal Tax Number | Income Reference | State Number / Number | Employee / Persal |
|-----------|-----------------|---------------------|------------------|-----------------------|-------------------|
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |
|           |                 |                     |                  |                       |                   |

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**4 DECLARATION**

I, the undersigned (name).....

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me should this declaration prove to be false.

.....

**SIGNATURE**

.....

**DATE**

.....

**POSITION**

.....

**NAME OF BIDDER**

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**SCHEDULE 9: PREFERENCE POINTS CLAIM FORM**

**SBD 6.1**

**Essential Returnable**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT**  
**REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|   | POINTS |
|---|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

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to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## **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 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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**3.1.1. POINTS AWARDED FOR PRICE**

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

**80/20**

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

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.

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.  
*(80/20 preference point system is applicable, corresponding points must also be indicated as*

| MW Goals  | Specific | MW Specific Goals Narrative   | 80/20                   |
|---|----------|---|-------------------------|
|   |          |   | R1m up to R50m incl VAT |
| Race (HDP)                                      |          | Black Equity Ownership – 100% (Africans, Coloureds and Indians)                                 | 4                       |
| Gender (HDP)                                    |          | Female Equity Ownership (51% )  | 4                       |
| Disability (HDP)                                |          | In respect of a person, a permanent impairment of a physical, intellectual or sensory function. | 3                       |
| Black Youth                                     |          | Black Equity Ownership – 100% (Africans, Coloureds and Indians)                                 | 5                       |
| Black People Living in Rural Areas              |          | Black Equity Ownership – 100% (Africans, Coloureds and Indians)                                 | 2                       |
| Black Military Veterans                         |          | Black Equity Ownership – 100% (Africans, Coloureds and Indians)                                 | 2                       |
| Total number of preferential procurement points |          |   | 20                      |

A bidder will not be disqualified from the bidding process if the bidder does not submit evidence of the specific goals applied for, such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively.

The BBBEE Certificate will continue to be the primary means of verification where applicable. Other supplementary means of verification will be as follows:

| MW Specific Goals                          | Means of Verification   |
|--|---|
| Race HDP<br>(Black Equity Ownership HDP)   | CIPC Registration Certificate/ CSD Printout   |
| Gender HDP<br>(HDP Women Equity Ownership) | % of ownership (CIPC Registration Certificate/ CSD Printout)  |
| Black Owned                                | B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1) |
| Disability (Disability Equity Ownership)   | Medical Certificate   |

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|  |  |
|--|--|
| Black People Living in Rural Areas(Equity Ownership) | Utility bill, lease agreement, letter from a councillor or traditional authority |
| Military Veterans (Equity Ownership)                 | Letter of confirmation from Department of Military Veterans                      |

**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;

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- (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.

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |

**Essential Returnable**

**SCHEDULE 10: SCHEDULE OF TENDERER'S REFERENCE CHECKS FOR PURPOSES OF TENDER EVALUATION**

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

|   |
|---|
| <b><u>A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE</u></b>                               |
| -<br>_____  |
| Full tenderer's name as it will appear on the Form of Offer   |
| <b><u>B : CONTACT DETAILS OF ORGANISATION / PERSON WHO IS PROVIDING THE REFERENCE (REFEREE)</u></b> |

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|  |
|--|
| _____<br>_____<br><b>Full details of the organisation / person providing the reference</b> |
|--|

|   |
|---|
| <b><u>C : DETAILS OF THE TENDER WHICH IS CURRENTLY BEING PREPARED :</u></b>   |
| <b>Contract Number :</b> _____  |
| <b>Description :</b> _____  |
| <b>Estimated Performance Period</b> <u>2 Months</u>   |
| <b><u>D : DETAILS OF THE CONTRACT WHICH WAS COMPLETED FOR THE ORGANISATION PROVIDING THE REFERENCE</u></b>                      |
| <b>Description :</b> _____<br>_____   |
| <b>Did work comprise Civil or Building Works :</b> _____  |
| <b>Date started:   /   Date completed :   /   Value on completion :   R</b> <span style="float: right;"><b>Incl. VAT</b></span> |

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

Signature : \_\_\_\_\_      **DATE :** \_\_\_\_\_

|   |
|---|
| <b><u>H :DETAILS OF SIGNATORY ABOVE</u></b> |
| <b>Full Names :</b> _____<br>_____          |
| <b>Capacity :</b> _____<br>_____            |

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**Landline :** \_\_\_\_\_ **Cell phone :** \_\_\_\_\_

**Email :** \_\_\_\_\_

**COMPANY STAMP: REFEREE**

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**Essential Returnable**

**SCHEDULE 11: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SANS 1286:2017 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SANS 1286:2017 as follows:

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

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Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SANS 1286:2017 is accessible on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

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- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SANS 1286:2017 ) for this bid is/are as follows:**

| Description of services, works or goods | Stipulated minimum threshold | Threshold Offered by the Tenderer |
|---|------------------------------|-----------------------------------|
| Conveyance Pipes                        | 80% to 100%                  | %                                 |
| Electrical Cables                       | 90%                          | %                                 |
| Pumps                                   | 70%                          | %                                 |
| Valves                                  | 100%                         | %                                 |
| Steel Value Added Products              | 100%                         | %                                 |
| Plastic Pipes                           | 100%                         | %                                 |

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4. Does any portion of the services, works or goods offered have any imported content?

( *Tick applicable box* )

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SANS 1286:2017 ):

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

( *Tick applicable box* )

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

(a) Full name of auditor: .....

(b) Practice number: .....

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(c) Telephone and cell number: .....

(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SANS 1286:2017 )**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity),  
the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

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- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SANS 1286:2017; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|  |   |
|--|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SANS 1286:2017     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SANS 1286:2017          |   |

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SANS 1286:2017, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SANS 1286:2017.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SANS 1286:2017, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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|   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
|---|---------------|-------------------------------|-------------------------|---|----------------|-------------|----------------------------|---|--------------------|---------------------------------|------------------------|--|
| SATS 1286.2011  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| <b>Annex C</b>  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| <b>Local Content Declaration - Summary Schedule</b>   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| (C1) Tender No.   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        | Note: VAT to be excluded from all calculations |
| (C2) Tender description:  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| (C3) Designated product(s)  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| (C4) Tender Authority:  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| (C5) Tendering Entity name:   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| (C6) Tender Exchange Rate:  | Pula          |                               | EU                      |   | GBP            |             |                            |   |                    |                                 |                        |  |
| (C7) Specified local content %  |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Calculation of local content</b> </div> <div style="width: 45%;"> <b>Tender summary</b> </div> </div> |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
| Tender item no's  | List of items | Tender price - each (exd VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty  | Total tender value | Total exempted imported content | Total Imported content |  |
| (C8)  | (C9)          | (C10)                         | (C11)                   | (C12)   | (C13)          | (C14)       | (C15)                      | (C16)   | (C17)              | (C18)                           | (C19)                  |  |
|   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C20) Total tender value                                | R 0                |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C21) Total Exempt imported content                     | R 0                |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C22) Total Tender value net of exempt imported content | R 0                |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C23) Total Imported content                            | R 0                |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C24) Total local content                               | R 0                |                                 |                        |  |
|   |               |                               |                         |   |                |             |                            | (C25) Average local content % of tender                 |                    |                                 |                        |  |
| Signature of tenderer from Annex B _____<br><br>Date: _____   |               |                               |                         |   |                |             |                            |   |                    |                                 |                        |  |

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**Essential Returnable**

**SCHEDULE 12: AUTHORITY TO SUBMIT A TENDER**

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

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

**A. Certificate for Company**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position Chairman of the Board of Directors  
\_\_\_\_\_

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**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms,  
\_\_\_\_\_ acting in the capacity  
of \_\_\_\_\_, to sign all documents in connection with the tender  
offer for Contract \_\_\_\_\_ and any contract resulting from it on our  
behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

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**C. Certificate for Joint Venture (Where applicable)**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms \_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_ acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract:

\_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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

**D. Certificate for Sole Proprietor**

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

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Name \_\_\_\_\_

Position \_\_\_\_\_

Sole Proprietor \_\_\_\_\_

**Essential Returnable**

**SCHEDULE 13 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS**

NAME OF ENTITY:

1. I/we \_\_\_\_\_

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**SCHEDULE 14: SUPPLIER INTEGRITY PACT**

**Essential Returnable**

**PREAMBLE**

Mhlathuze Water values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Mhlathuze Water and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Mhlathuze Water a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Mhlathuze Water vendor.

**1. Objectives**

Mhlathuze Water and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- 1.1 Enable Mhlathuze Water to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 1.2 Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

**2. Commitments of Mhlathuze Water**

Mhlathuze Water commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Mhlathuze Water hereby undertakes that no employee of Mhlathuze Water connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an

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advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

- 2.2 Mhlathuze Water will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Mhlathuze Water will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Mhlathuze Water further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Mhlathuze Water will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

**3. Obligations of the Bidder / Supplier**

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- 3.1.1 The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Mhlathuze Water or to any of Mhlathuze Water employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process.
- 3.1.2 The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.1.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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- 3.1.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or introduce cartels into the bidding process.
- 3.1.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Mhlathuze Water part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.1.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.1.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Mhlathuze water or other competitors.
- 3.1.8 The Bidder / Supplier shall furnish Mhlathuze Water with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.1.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**4 Disqualification from Bidding Process**

- 4.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Mhlathuze Water may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 4.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question, Mhlathuze Water may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However,

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Mhlathuze Water reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 4.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Mhlathuze Water may at its own discretion revoke the exclusion or suspend the imposed penalty.

**5 Grounds for Blacklisting**

- 5.1 A Bidder / Supplier may be blacklisted where it has submitted a bid, or concluded a contract in the capacity of agent or subcontractor or has been associated with such a Bid or contract and the Bidder / Supplier has:
- a) withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) after being notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming a part of the bid documents;
  - c) carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) acted in a fraudulent or improper manner or in bad faith towards Mhlathuze Water or any Government Department or towards any public body, enterprise or person;
  - f) made any incorrect statement in a certificate or other communication with regard to the Local Content of its Goods or its B-BBEE status and is unable to prove to the satisfaction of Mhlathuze Water that:
    - (i) it made the statement in good faith honestly believing it to be correct; and
    - (ii) Before making such statement it took all reasonable steps to satisfy itself of its correctness.
  - g) caused Mhlathuze Water damage, or to incur costs in order to meet the *Consultant's* requirements and such costs could not be recovered from the *Consultant*; and
  - h) litigated against Mhlathuze Water in bad faith.

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- 5.2 As soon as Mhlathuze Water detects misconduct by a Bidder / Supplier falling within one of the grounds for blacklisting, the matter must immediately be reported to the Procurement Division. The Procurement Division will review the motivation for blacklisting. If possible grounds for blacklisting exist, a forensic audit may be conducted to establish whether the grounds for blacklisting are valid.
- 5.3 Should the forensic report establish that possible grounds for blacklisting exist, the matter will be referred to the Mhlathuze Water Legal Department for further action. The Mhlathuze Water Legal Department will inform the Bidder / Supplier, its directors and all associate entities by registered mail of the intention to blacklist. The letter will also indicate whether Mhlathuze Water intends to cancel any existing contracts with the Bidder / Supplier.
- 5.4 The Bidder / Supplier will be afforded a period of 14 (fourteen) working days within which to make representation as to why they should not be blacklisted or why existing contracts should not be cancelled. After the 14 (fourteen) day period, the Mhlathuze Water Legal Department will consider and deal with the responses (if any) from the Bidder / Supplier.

**6 Previous Transgressions**

- 6.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 6.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered.

**7 Sanctions for Violations**

Mhlathuze Water shall also take all or any one of the following actions, wherever required to:

- 7.1 Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue.
- 7.2 Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier.
- 7.3 Recover all sums already paid by Mhlathuze Water

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- 7.4 Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments already made by Mhlathuze Water, along with interest.
- 7.5 Cancel all or any other contracts with the Bidder / Supplier.
- 7.6 Exclude the Bidder / Supplier from entering into any bid with Mhlathuze Water in future.

**8 Conflicts of Interest**

- 8.1 A conflict of interest includes, inter alia, a situation in which:
- 8.1.1 A Mhlathuze Water employee has a personal financial interest in a bidding / supplying entity;
- 8.1.2 A Mhlathuze Water employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in acting in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism;
- 8.1.3 A Mhlathuze Water employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.
- Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.
- 8.2 If a Bidder / Supplier has or becomes aware of a conflict of interest, i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Mhlathuze Water employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Mhlathuze Water immediately in writing once the circumstances has arisen.
- 8.3 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done. Mhlathuze Water shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

**9 Examination of Financial Records, Documentation and/or Electronic Data**

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10. For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:
- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Mhlathuze Water shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

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**11 Dispute Resolution**

- 11.1 Mhlathuze Water recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Mhlathuze Water and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Mhlathuze Water will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a supplier makes a false statement either in giving evidence or on an affidavit;
  - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Mhlathuze Water employee which are without proper foundation, scandalous, abusive or defamatory; and
  - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

**12 General**

- 12.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 12.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 12.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 12.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Mhlathuze Water employees, Mhlathuze Water expects its Bidders / Suppliers to report this behaviour directly to a senior Mhlathuze Water official / employee or alternatively by using Mhlathuze Water "Tip-Off Anonymous" hotline number **0800 003 056**, whereby your confidentiality is guaranteed.

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The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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**SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:**

**MHLATHUZE WATER**

Signed at: \_\_\_\_\_ on  
\_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_ (duly  
authorised)

Full name and surname:  
\_\_\_\_\_

Position:  
\_\_\_\_\_

**BIDDER / SUPPLIER**

Signed at: \_\_\_\_\_ on  
\_\_\_\_\_ 20 \_\_\_\_\_

Signature: \_\_\_\_\_ (duly  
authorised)

Full name and surname:  
\_\_\_\_\_

Position:  
\_\_\_\_\_

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**Essential Returnable**

**SCHEDULE 15: MHLATHUZE WATER SUPPLIER DECLARATION FORM**

The completed Supplier Declaration Form together with the required supporting documents shall be submitted to the Mhlathuze Water Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**NB:** Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to Organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Mhlathuze**

**General Terms and Conditions:**

**Failure to submit the relevant documentation will delay the vendor creation / change process.**

Where applicable, the respective Mhlathuze Water processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Mhlathuze Water in writing of such change, failing which any payments made by Mhlathuze Water into the nominated account will constitute a full discharge of the indebtedness of Mhlathuze Water to the Supplier in respect of the payment so made. Mhlathuze Water will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Mhlathuze Water harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Mhlathuze Water any costs associated herewith.

Mhlathuze Water expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable, as EMEs and QSEs are only expected to supply an affidavit as per Appendix III and IV), as well as all affidavits, annually. Failure to do so may result in the supplier's account being temporarily suspended.

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**SCHEDULE 16: MUTUAL NON-DISCLOSURE AGREEMENT**

**Essential Returnable**

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

**THIS AGREEMENT** is made effective as of \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by and between:

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

and \_\_\_\_\_

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

**1. Purpose**

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

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

**2. Definition**

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

**3. Exclusions**

Confidential Information does not include information, technical data or know-how which:

- a. is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure;

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- b. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;
- c. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;
- d. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or
- e. is approved for release by the disclosing party in writing.

**4. Non-Disclosure of Confidential Information**

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

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

- a. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

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

**6. Non-Solicitation**

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.

**7. Mandatory Disclosure**

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

**8. Variation, Addition or Cancellation**

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

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**9. No License Granted**

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

**10.No Representations**

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

**11.Term**

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

**12.Miscellaneous**

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

**13.Governing Law and Jurisdiction**

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

**14.Disputes**

Any dispute or difference arising out of or relating to this Non-disclosure Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of any country having appropriate jurisdiction.

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**15. Remedies**

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

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

|                |                |
|----------------|----------------|
| Signed _____   | Date _____     |
| Name _____     | Position _____ |
| Tenderer _____ |                |

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**SCHEDULE 17: TENDER CLARIFICATION REQUEST FORM**

**Essential Returnable**

RFP deadline for questions / RFP Clarifications: **12h00 on 15 May 2023**

TO: Mhlathuze Water

ATTENTION: Administrator

EMAIL: [tenders@mhlathuze.co.za](mailto:tenders@mhlathuze.co.za)

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

\_\_\_\_\_

**REQUEST FOR RFP CLARIFICATION**

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**Essential Returnable**

**SCHEDULE 18: CREDIT CHECK AND REFERENCE**

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

|     |  |    |  |
|-----|--|----|--|
| Yes |  | No |  |
|-----|--|----|--|

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

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**Essential Returnable**

**SCHEDULE 19: PROTECTION OF PERSONAL INFORMATION**

**Act Consent**

I, the duly authorised undersigned person of \_\_\_\_\_ (the bidding entity), hereby grant the required consent in terms of the Protection of Personal Information (POPI) Act, 2013 (Act No. 4 of 2013) to Mhlathuze Water for the use of personal information relating to the company, its owner(s), employees and/or any associated persons (where applicable) for the legitimate purposes relating to this tender submission only and as such this POPI will be strictly enforced for the bidder's protection.

Signed

Date

Name

Position

Tenderer

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**PART C1**

**AGREEMENTS AND CONTRACT DATA**

**C 1.1 Form of Offer and Acceptance**

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**FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**CONTRACT NO: MW/92/4/2022/2023**

**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
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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 Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

**Main Offer:**.....

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

This Offer may be accepted by the Purchaser 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 Supplier in the Conditions of Contract identified in the Contract Data.

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**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Date** \_\_\_\_\_

**for the Tenderer** \_\_\_\_\_

(Name and address of organisation)

**Names & signatures of witnesses**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Date** \_\_\_\_\_

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**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser 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 T1      Tendering Procedures
- Part T2      Returnable Documents
- Part C1      Agreements and Contract Data, (which includes this Agreement)
- Part C2      Pricing Data
- Part C3      Scope of Work
- Part C4      Site Information
- Part C5      Tender Drawings
- Part C6      Tender Annexures
- Part C7      Special Conditions of Contracts

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

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

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**Signatures**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**for the Purchaser**

\_\_\_\_\_

\_\_\_\_\_

**Names & signatures of witnesses**

**Signatures**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Date**

\_\_\_\_\_

| DESCRIPTION  | CONTRACT No.      | DATE     | PAGE No.        |
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**SCHEDULE OF DEVIATIONS**

Notes :

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

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

Details .....

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

Details .....

**3. Subject .....**

Details .....

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**4. Subject .....**

Details .....

**5. Subject .....**

Details .....

**6. Subject .....**

Details.....

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

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**FOR THE TENDERER:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Date** \_\_\_\_\_

**for the Tenderer** \_\_\_\_\_ (Name and address of organisation)

\_\_\_\_\_

\_\_\_\_\_

**Names & signatures of witnesses**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Date** \_\_\_\_\_

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**FOR THE EMPLOYER:**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity**.....

**for the Purchaser** \_\_\_\_\_ (Name and address of organisation)

**Names & signatures of witnesses**

**Signatures** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Date** \_\_\_\_\_

**END OF SECTION -**

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**PART C1  
AGREEMENTS AND CONTRACT DATA**

**C 1.2 Contract Data**

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**C 1.2.1 CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Employer's Agenting. (Short title: "General Conditions of Contract 2015" or GCC 2015 edition). As amended

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

The General Conditions of Contract are bound into this document, or are available at the Contractor's expense from the Secretary of the South African Institution of Civil Employer's Agenting, Private Bag X200, Halfway House, Midrand, 1685.

**SPECIAL CONDITIONS OF CONTRACT**

**1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

**2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

**SCC 1.1 Definitions**

The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:

**SCC 1.1.1.2 "Bill of Quantities"**

***Add the following:***

Also referred to as Bills of Quantities.

**SCC 1.1.1.5 "Commencement Date "**

***Add the following:***

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"or such other date as specified or stated in a written notice to the Contractor."

**SCC 4.5.4 Contractor to be compensated**

For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of subclause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities.

**SCC 5.4.2** Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by MW staff, other contractors and the general public is required.

**SCC 5.4.4** The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

**SCC 5.12.2 Some reasons for extension of time**

***Add the following to subclause 5.12.2.2 abnormal climatic conditions:***

"Normal rainfall is not regarded as 'abnormal climatic conditions' which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices and programme. Extension of time for abnormal rainfall will be considered as set out in the Project Specification.

***Replace subclause 5.12.2.4 with the following:***

"Any disruption of labour on a regional or national level due to political unrest, organised mass action or related incidents which is considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control."

**SCC 5.12.2.5** "Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering."

**SCC 5.12.3 Relevant Adjustments to General Items**

***Add the following:***

"In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items."

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**SCC 6.5 Dayworks**

"Gross remuneration" referred to in subclause 6.5.1.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc.

"Net cost of materials" referred to in subclause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.

**SCC 6.8.2 Application of Contract Price Adjustment Factor**

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

The proportion not subject to adjustment:  $x = 0.15$ .

The base month will be the month prior to the month in which tenders close.

The Index shall be based on January 2018 and December 2020 for fuel.

|   | <b>STATS SA<br/>Statistical Release</b> | <b>Table</b> | <b>Description</b>   | <b>Coefficient</b> |
|---|---|--------------|--|--------------------|
| "L" is the<br>"Labour Index"                    | P0141                                   | Table A      | Geographic Indices;<br>CPI per Province;<br>Kwa-Zulu Natal   | a = 0.25           |
| "P" is the<br>"Contractor's<br>Equipment Index" | P0151.1                                 | Table 4      | Plant and Equipment  | b = 0.15           |
| "M" is the<br>"Materials Index"                 | P0151.1                                 | Table 6      | Civil Employer's Agenting<br>Material<br>(Total)   | c = 0.55           |
| "F" is the<br>"Fuel Index"                      | P0142.1                                 | Table 1      | Coke, petroleum, chemical,<br>rubber and plastic products;<br>Coal and petroleum products;<br>Diesel | d = 0.05           |

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**SCC 6.9.3 Identification of plant and material**

***Add the following :***

"Materials or equipment allowed by the Employer's Agent to be temporarily stored off-site, on the premises of a manufacturer or supplier, must be stored in separate containers or compartments and must be properly and conspicuously marked and identified to the effect that the Employer is the sole owner of the materials or equipment. Proof of payment or advanced payment guarantee, and material cession will be required."

**SCC 6.10.1.9 Cession Payments**

Cession payments are to be handled in line with National treasure regulations

**SCC 6.11.1 Variations Orders**

VOs to be handled inline with MW Technical Services SOP and National Treasury Regulations

**SCC 7.4.4 Cost of test specimens and tests**

***Replace the comma after the word "them" in the last line of subclause 7.4.4.1 with a fullstop, and replace the word "and" with the following:***

"The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"

**SCC 10 Claims and disputes**

***Add the following additional subclause:***

**SCC 10.1.1.4** "Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1 "

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**SCC 11        New Clauses**

**SCC 11.1      "As-built" Information**

As the work progresses the Contractor shall keep full records of all positions (XYZ co-ordinates) of all structures, pipelines, chambers, standpipes, existing pipelines, sizes and classes, valve positions and associated civil, structural, mechanical, electrical and control infrastructure elements. Handheld GPS co-ordinates of the above-mentioned, drafted on a layout drawing will **NOT** be accepted. An accuracy of 100mm either side of the pipelines is required. Any amendments to and deviations from the drawings issued to the Contractor at the start of the Contract must be kept up to date. The true positions, invert levels, ground levels and degrees of longitude and latitude of all previously constructed and new services shall be indicated on the drawings, for which purpose the Contractor shall be issued a separate set of drawings at no cost, from the Employer's Agent. Further, detailed as-built drawings along the pipeline routes, including air valves, scour valves and isolating valves, and of each of the reservoirs (new and existing), break pressure tanks constructed is to be provided, inclusive of inlet and outlet configurations.

The Contractor is required to submit this information on a monthly basis together with his monthly progress payment certificate. Time related P&G items will only be certified on submission of such information. The completion certificate shall only be issued after the Employer's Agent has received a properly completed set of "As-Built" drawings from the Contractor, both in hard copy format and in electronic format (dwg) and ascii) prepared by an Employer's Agenting surveyor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the Contract Price. The final set of "As-Built" drawings shall be submitted no later than 14 days after the certificate of practical completion for the Works has been issued. A certificate of Completion will be not be issued until this information has been duly submitted to the Employer's Agent.

**SCC 11.2      Details to be confidential**

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 the prior written consent of the Employer's Agent.

**C 1.2.2 CONTRACT DATA**

The Contract Data consist of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Service Provider. The following Contract Data applies to this Contract:

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**MHLATHUZE WATER**  
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**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

**Part 1: Data Provided by the Employer**

| <b>Clause</b> | <b>Contract Data</b>  |
|---------------|---|
| 1.1.1.13      | The Defects liability period is Twelve (12) months from the date of the Certificate of Completion   |
| 1.1.1.14      | The maximum time for achieving Practical Completion of the whole of the Works is 60 days, inclusive of special non-working days.  |
| 1.1.1.15      | <p>The Employer is: <b>MHLATHUZE WATER</b></p> <p>The authorized and designated representative of the Employer is:</p> <p style="padding-left: 40px;"><b>Name</b> : Sithelo Ngubane</p> <p>The address for receipt of communication is:</p> <p style="padding-left: 40px;"><b>Telephone</b> : 035 902 1185</p> <p style="padding-left: 40px;"><b>Fax</b> : 035 902 1111</p> <p style="padding-left: 40px;"><b>E-Mail</b> : sngubane@mhlathuze.co.za</p> <p style="padding-left: 40px;"><b>Address</b> : P.O. Box 1264</p> <p style="padding-left: 80px;">RICHARDS BAY, 3900</p> |
| 1.1.1.16      | <p>The Employer's Agent will be:</p> <p style="padding-left: 40px;"><b>Name</b> : Sithelo Ngubane</p> <p>The address for receipt of communication is:</p> <p style="padding-left: 40px;"><b>Telephone</b> : 035 902 1185</p> <p style="padding-left: 40px;"><b>Fax</b> : 035 902 1111</p> <p style="padding-left: 40px;"><b>E-Mail</b> : sngubane@mhlathuze.co.za</p>   |
| 1.1.1.26      | The Pricing Strategy is a re-measurement Contract   |
| 1.3.5         | <p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.</p>                                     |

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WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

| Clause | Contract Data  |
|--------|--|
| 3.2.3  | <p>The Employer's Agent is, in terms of his appointment by the Employer for the administration of the Works may:</p> <p>3.2.3.1 Issue an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 Issue an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3</p> <p>3.2.3.3 Approve any claim submitted by the Contractor in terms of Clause 10.</p>   |
| 4.1.2  | <p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s) for minimum R500 000.00</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Design drawings and workshop details (both signed by the relevant professional Engineer/Specialist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF or DWG electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design, construction and commissioning of works.</p> |
| 4.3.1  | <p>Add the following to the clause:</p> <p>The Contractor shall comply with the Client OHS specifications, Occupational Health and Safety Act (Act No. 85 of 1993), General regulations , Health regulations , Mechanical regulations, Electrical regulations and Construction regulations 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor shall comply with all health</p>  |

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**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

| Clause | Contract Data  |
|--------|--|
|        | <p>and safety standards as promulgated in terms of Section 44 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of:</p> <ul style="list-style-type: none"><li>• Construction work notice</li><li>• Approved Health and Safety Plan and approval letter from the clients OHS agent.</li></ul> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days of the Commencement Date.</p>   |
| 4.3.3  | <p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer or the Employer's Agent may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>  |
| 4.3.4  | <p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees.</p> <p>The Contractor shall notify the Employer and the Employer's Agent in writing of all Incidents / Accidents / Section 24 incidents, near misses that could have resulted in section 24 incidents ,investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the</p> |

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| Clause | Contract Data   |
|--------|---|
|        | Client OHS specifications, Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.   |
| 4.3.5  | <p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>  |
| 4.3.6  | <p>Add the following new clause:</p> <p>The Contract shall be construed to be interpreted in English.</p>   |
| 4.4    | Where Contractors do not comply with Mhlathuze Water's strategic transformation specific goals and are not minimum 51% Black owned and entered into a joint venture or sub-contract with a 100% black owned company in order to qualify for the tender Mhlathuze Water will make payment to the sub-contractor directly.  |
| 4.4.5  | <p>Delete the contents of the clause and insert the following:</p> <p>Any consent granted in accordance with Clause 4.4 or appointment of a sub-contractor in accordance with Clause 4.4.4 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.</p> <p>The Employers Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employers Agent, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works.</p> |

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WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

| Clause      | Contract Data  |
|-------------|--|
|             | The withdrawal by the Employers Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.4 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.   |
| 4.10.3      | Add the following new clause:<br><br>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.   |
| 5.3.1       | The Contractor shall (subject to the provisions of Clause 4.3.1) commence executing the works within a period of 28 days from the Commencement Date.   |
| 5.3.1/5.3.2 | <p>The time to submit the documentation required before commencement with Works execution is 14 days</p> <p>The documentation required before commencement with Works execution are:</p> <p>Construction Programme</p> <p>Health and Safety Documentation including:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Plan</li> <li>• Health &amp; Safety File</li> <li>• Letter of Good Standing</li> <li>• Public Liability Insurance</li> <li>• Professional Indemnity Insurance</li> <li>• Signed appointment letters and competencies</li> </ul> <p>Quality Management Plan</p> <ul style="list-style-type: none"> <li>• The Contractor shall deliver his guarantee and insurance within 14 days of the Commencement Date. The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.</li> </ul> <p>Add the following to the first paragraph of this clause:</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p> <p>Replace the last paragraph of the clause with the following:</p> |

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| Clause      | Contract Data   |
|-------------|---|
|             | The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificate of Completion in respect of the whole of the Permanent Works.   |
| 5.5.1       | The time for achieving Practical Completion of the whole of the Works is 120 days (including special non-working days)  |
| 5.6.2       | Add the following to the clause:<br><br>The Contractor shall deliver his detailed cash flow forecast (which ties to the programme) within 14 days of the Commencement Date.   |
| 5.7.1       | Add the following to the clause:<br><br>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.   |
| 5.8.1       | The non-working days are Sundays and the special non-working days are: <ul style="list-style-type: none"> <li>• And all South African statutory holidays.</li> <li>• The year end break as defined by the South Africa Federation of Civil Employer's Agenting Contractors (SAFCEC). The Contractor may request, in writing, permission to work during this period. Approval of the request is at the sole discretion of Mhlathuze Water and the Employers agent. There will be no special compensation for working during this period.</li> </ul>  |
| <b>5.13</b> | Delete the contents of the clause and insert the following:<br><br>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty/ies for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. |

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| Clause | Contract Data   |
|--------|---|
|        | <p><b>The penalty for failing to complete the Works is:</b> 0.1% of the offered total of prices excluding VAT per calendar day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 Certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 Occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.2.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.2.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.2.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 5.14.5.</p> <p>5.13.2.6 If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <p>5.13.2.7 Fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or</p> <p>5.13.2.8 Utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</p> <p>5.13.2.9 Utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the</p> |

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| Clause   | Contract Data   |
|----------|---|
|          | <p>Contract; Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 0.1% of the total of prices excluding VAT per calendar day.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> |
| 5.16.3   | The latent defect period is Ten (10) years  |
| 6.1      | N/A   |
| 6.1.1    | N/A   |
| 6.8.2    | The application of a Contract Price Adjustment factor will apply to this Contract. Refer to clause SCC 6.8.2.   |
| 6.8.3    | Price Adjustments for variations in the cost of special materials is <b>NOT</b> allowed.  |
| 6.8.4    | In line 8 delete the words "between the Employer and the Contractor".   |
| 6.10.1.5 | The percentage advance on materials not yet built into Permanent Works is Eighty percent (80%) subject to the approval of the Employer's Agent and subject to conditions of Clause 6.9.3.   |
| 6.10.3   | <p>The limit of retention money is: 10 % to a maximum of 5% of the offered total of prices excluding VAT.</p> <p>Add the following to the clause:</p> <p>A Retention Money Guarantee is not permitted.</p>  |
| 6.10.4   | In line 4 delete the word "said" and insert the word "correct".   |

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| <b>Clause</b> | <b>Contract Data</b>  |
|---------------|---|
| 6.11.1.3      | In line 3 of the second paragraph delete "15 per cent" and replace it with "25 per cent".   |
| 8.6.1.2       | A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required.  |
| 8.6.1.3       | The minimum amount of Liability Insurance and Professional Indemnity cover required will be R 500 000,00 per event, the number of events being unlimited.   |
| 8.6.6         | Add the following to the clause:<br><br>Proof of insurance shall be submitted to the Employer prior to Commencement of the Works, and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within fourteen (14) days of the Date of Commencement. |
| 10.5.1        | Dispute resolution shall be by standing adjudication.   |
| 10.5.3        | The number of Adjudication Board Members to be appointed is: one.   |
| 10.7.1        | If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration   |

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**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

**Part 2: Data provided by the Contractor**

| Clause | Contract Data   |
|--------|---|
| 1.1.8  | The name of the Contractor is:<br><hr/> <hr/>   |
| 1.2.2  | The address of the Contractor is:<br><hr/> <hr/>  |
| 6.2.1  | <p>The security to be provided by the Contractor shall be one of the following:</p> <p>Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works, to a maximum of 5 % of the value of the Works (Contract Sum). Reduced to 2.5% upon practical completion of the Works and 0% upon final completion of the Works.</p> <p>The liability of the Performance guarantee shall be up to the issue of the Certificate of Completion, when the guarantee shall be returned to the Contractor.</p> |
| 6.8.3  | The variation in cost of special materials is <b>NOT</b> allowed  |

**-END OF SECTION-**

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**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
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**PART C1  
AGREEMENTS AND CONTRACT DATA**

**Annexure A: Form of Guarantee/Performance Guarantee (For  
Execution of Contract)**

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WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

**Mhlathuze Water**

**Contract No. MW/92/4/2022/2023**

**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE WATER  
SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

To be supplied on the official letterhead of "The *Bank/Company*")

**DEMAND GUARANTEE FOR EXECUTION OF CONTRACT**

Whereas **MHLATHUZE WATER**

(hereinafter called "the Employer")

have awarded \_\_\_\_\_ for the \_\_\_\_\_

(hereinafter called "the Contract")

to:.....

(hereinafter called "the Contractor")

we, the undersigned

\_\_\_\_\_ and \_\_\_\_\_

(Name)

(Name)

acting herein as

\_\_\_\_\_ and \_\_\_\_\_

(Position)

(Position)

of \_\_\_\_\_

(herein after called "the *Bank/Company*")

and being duly authorised to sign and incur obligations in the name of the *Bank/Company*, hereby irrevocably and unconditionally guarantee and undertake on behalf of the *Bank/Company* that:

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**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

- 1.0 The *Bank/Company* shall:
- 1.1 pay within 14 (Fourteen) days to the Employer on receipt of its first written demand in respect of any particular amount and without proof of any breach of Contract by the Contractor other than the certificate specified in 1.2 below, amounts in total not exceeding:
- R.....(contract price).....(contract price in words) (Amount to be equal to 10 per cent of the Contract Price at the time that the Agreement comes into effect).*  
hereinafter referred to as the "guaranteed amount"
- 1.2 make such payment(s) to the Employer upon receipt by the *Bank/Company* of a certificate signed by the Employer's Agent appointed in terms of the Contract stating that, in his opinion, the Employer is entitled in terms of the Contract to call on the *Bank/Company* to make payment and stating the amount which, in the Employer's Agent's opinion, is a reasonable estimate of the amount which the Employer is entitled to recover from the *Bank/Company* under this Guarantee;
- 1.3 make such payment(s) to the Employer at any address designated by the Employer for this purpose.
- 2.0 The demand for payment together with this Guarantee shall constitute 'prima facie' proof of the *Bank/Company's* indebtedness hereunder for the purpose of any proceedings, including but not limited to, summary judgement or provisional sentence proceedings instituted against the *Bank/Company* in any court of law having jurisdiction.
- 3.0 Neither the failure of the Employer to enforce strict or substantial compliance by the Contractor of its obligations under the Contract, nor any act, conduct or omission by the Employer prejudicial to the interest of the *Bank/Company*, will discharge the *Bank/Company* from liability under this Guarantee.
- 4.0 This Guarantee shall:
- 4.1 remain in full force and effect up to and including the date of issue of the Certificate of Completion for the whole or the final portion of the Works by the Employer's Agent, as provided for in the Conditions of Contract, unless the *Bank/Company* is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this security shall remain in full force and effect until all such claims have been paid or liquidated.
- 4.2 exist independently of the Contract or any amendment, variation or innovation thereof;

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**CONTRACT NO. MW/92/4/2022/2023**

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not be ceded or assigned by the Employer or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring, encumbering or alienating the Employer's rights hereunder;

- 4.4 be governed by the Law of the Republic of South Africa.
- 5.0 The *Bank/Company* irrevocably states that there are no provisions herein contained which could be construed as being un-businesslike, improper, unconscionable, oppressive, unreasonable, objectionable, onerous and/or '*Contra bono mores*'.
- 6.0 The *Bank/Company* hereby irrevocably consents and submits to the jurisdiction of the High Court of South Africa, Witwatersrand Local Division for all matters relating to this Guarantee.
- 7.0 The *Bank/Company* hereby elects its physical address as set out on the face of this Guarantee for purposes of notices and correspondence to be given in terms hereof and it elects its physical address as its domicilium citandi et executandi. Any notice sent in terms of this agreement will be sent by prepaid registered post under which circumstances the notice will be deemed to have been received by the *Bank/Company* 3 (three) days from the date of such registration, or alternatively by delivery, and will be deemed to have been received by such other party on date of delivery by hand.

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Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023\_\_\_\_\_  
at \_\_\_\_\_ (place)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

As Witnesses:

1. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name

2. \_\_\_\_\_  
Signature  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Name

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**PART C1  
AGREEMENTS AND CONTRACT DATA**

**Annexure B: Form of Agreement (Contract Agreement)**

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**Mhlathuze Water**

**Contract No. MW/92/4/2022/2023**

**APPOINTMENT OF A CONTRACTOR TO DO MODIFICATION ON THE ALTERNATIVE  
WATER SUPPLY SYSTEM AT MHLATHUZE WATER HEAD OFFICE**

(The Contract)

**CONTRACT AGREEMENT**

Employer: MHLATHUZE WATER

Contractor: \_\_\_\_\_

Cnr Battery Bank and South Central

Arterial, Richards Bay, 3900

**WHEREAS**

1. The Employer is desirous that the Works included in the Contract should be supplied, delivered, constructed, completed and maintained by the Contractor; the Parties and the Contract being as defined above; and
2. The Employer has accepted a tender by the Contractor for such supply, delivery, construction, completion and maintenance of the Works.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract that are referred to below.
2. All the documents that are listed in the SCHEDULE OF DOCUMENTS (PART T2) shall be deemed to form and to be read and to be construed as part of this Agreement.
3. In consideration of the payments that will be made by the Employer to the Contractor for completed work as hereinafter mentioned the Contractor covenants with the Employer to supply, deliver, construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay to the Contractor, in consideration of the supply, delivery, construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

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IN WITNESS whereof the Parties described above have set their hands and seals (if any) in the presence of the subscribing witnesses:

**Employer:**

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_Signature

**Witness No 1:**

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_Signature

**Witness No 2:**

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_Signature

**Contractor:**

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Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature

Witness No 1:

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature

Witness No 2:

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Date: \_\_\_\_\_ Signature

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**PART C1  
AGREEMENTS AND CONTRACT DATA**

**Annexure C: Health and Safety Agreement**

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**MHLATHUZE WATER**

**WRITTEN AGREEMENT ON  
OCCUPATIONAL HEALTH AND SAFETY**

In accordance with the provisions of Section 37(2) of the Occupational Health  
And Safety Act 85 of 1993

entered into and between

**MHLATHUZE WATER**

(hereinafter referred to as "the Employer")

**and**

.....

(hereinafter referred to as "the Mandatary")

.....

COID Registration Number

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Whereas the Employer has entered into a contract and / or Purchase order with the Mandatary, in terms of which the Mandatary is to perform certain work and services for and on behalf of the Employer, subject to terms and conditions as contained in such contract and / or Purchase Order.

The parties have agreed that in respect of performance of the work the Mandatary shall be responsible for compliance with the Occupational Health and Safety Act and its regulations. The Employer and Mandatary accordingly enter in to this Agreement in terms of Section 37(2) of the OHS Act, the terms and conditions of which are set out hereunder.

## **1. DEFINITIONS**

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

- 1.1. Expressions which denote:
  - 1.1.1. any gender shall include the other genders.
  - 1.1.2. a natural person shall include a juristic person and vice versa.
  - 1.1.3. the singular shall include the plural and vice versa.
- 1.2. **Agreement** shall mean this document containing its terms and conditions as applicable to the parties thereto.
- 1.3. **Employer** shall mean the party as described on the face of this document.
- 1.4. **Employees** shall mean all Employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary.
- 1.5. **Mandatary** shall mean the party as described on the face of this document.
- 1.6. **OHS Act** shall mean the Occupational Health and Safety Act 85 of 1993, as amended, together with all regulations thereto.
- 1.7. **Premises** shall mean all such Premises of the Employer, where the Mandatary and Employees perform work or render a service for and on behalf of the Employer.
- 1.8. **Parties** shall mean the Employer and the Mandatary.
- 1.9. **PPE** shall mean the personal protective equipment.

## **2. WARRANTY OF COMPLIANCE**

- 2.1. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary and the Employees are to perform on the Premises shall be the obligation of the Mandatary.

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- 2.2. The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and / or activities of the Employees whilst they are on the Premises.
- 2.3. By entering into this agreement the Mandatary warrants that he is familiar with working conditions and agrees to the arrangements and procedures, as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act, for the purpose of compliance with the OHS Act.
- 2.4. The Mandatary shall also ensure that he complies with all relevant Labour Legislations including the Basic conditions of employment Act, the Labour Relations Act and any specific wage determination specific to his business activity.

**3. MANDATARY AN EMPLOYER**

The Mandatary shall be deemed to be the Employer on his right whilst on Employer's Premises. In terms of Section 16(1) of the OHS Act the Mandatary shall accordingly ensure that the requirements of the OHS Act are complied with by himself and / or his Chief Executive Officer.

**4. LEGAL APPOINTMENTS**

- 4.1. The Mandatary undertakes to make all statutory appointments as per the requirements of the OHS Act, in particular, 16(2) assignee and / or Construction Regulation 6(1).
- 4.2. The Mandatary warrants that all appointed persons are trained to understand their roles in terms of the OHS Act. The Mandatary shall further ensure that employees receive basic safety training to understand the hazards and risks associated with their work.
- 4.3. The Mandatary shall ensure that all work performed for and / or on behalf of the employer is performed under general supervision of a competent person who has been appointed in writing. Such appointed person shall be vested with full authority to strictly enforce the law.

**5. ACCESS TO THE OHS-ACT**

The Mandatary shall ensure that his appointed responsible person has an updated copy of the OHS Act. The copy should be produced to the Employer's Representative at all times if so required.

**6. SAFETY FILE**

The Mandatary shall ensure that Health and Safety File is opened and kept on the premises, which shall include all documentation required in terms of the provisions of the OHS Act, including but not limited to:

- 1) The COID Certificate or Similar

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- 2) Public Liability Cover
- 3) Health and Safety Plans
- 4) Risk assessments and Safe Work Procedures
- 5) Names of responsible persons and their appointment letters
- 6) List of sub-contractors (if any)

**7. MEDICAL EXAMINATIONS**

The Mandatary shall ensure that all the Employees undergo routine medical examinations where these are necessary in terms of the working environment and that they are medically fit for the purposes of the work they are to perform.

**8. INCIDENT REPORTING AND INVESTIGATION**

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

**9. PERSONAL PROTECTIVE EQUIPMENT**

The Mandatary shall ensure that his responsible persons and the Employees are provided, free of charge, with adequate personal protective equipment (PPE) for the work they are required to perform. The PPE to be supplied should be in accordance with General Safety Regulation 2(1) of the OHS Act.

The Mandatary shall ensure that his employees wear the PPE supplied to them at all times.

**10. INTOXICATION NOT ALLOWED**

No intoxicating substance of any form is allowed on the Premises. Any person suspected to be under influence of intoxicating substance shall not be allowed on site. Any person with prescribed medication shall notify the relevant responsible person and also advise him of the potential side effects.

**11. FIRST AID AND EMERGENCY EQUIPMENT**

11.1. The Mandatary shall ensure that, where more than five employees are employed at the Premises, a first aid box is made readily available as per General Safety Regulations 3(2). If the Mandatary employs more than 10 employees the Mandatary shall ensure that a certified first aid provider is available. Provided that the Mandatary may enter into a written arrangement with the Employer for the provision of such first aid facilities.

11.2. The Mandatary shall further ensure that there is adequate supply of fire protection and emergency equipments, and employees are made familiar with fire precautions at the

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Premises, which include fire alarm signals and emergency exits and that such precautions are adhered to.

**12. PLANT, MACHINERY AND EQUIPMENT**

- 12.1. The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Premises is/are at all times of sound order and fit for the purpose for which it is intended, and that it complies with the requirements of Section 10 of the OHS Act.
- 12.2. In accordance with the provision of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that is erected or installed at the Premises, or manufactured, sold or supplied to or for the Employer, and which the Mandatary uses at work complies with all the prescribed requirements and will be safe and without risk to health when properly used.

**13. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

The Mandatary hereby acknowledges that the Employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the employer has been obtained, in which case, the Mandatary shall ensure that only those persons authorized to make use of the same, have access thereto.

**14. INDEMNITY BY MANDATARY**

Notwithstanding the provisions of this Agreement, or any other contractual relationship as between the Employer and the Mandatary:

- 14.1. The Employer shall not be responsible for any loss, damage, injury or death, whatsoever caused, to the Mandatary or to the Employees, and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein; provided that such loss, damage, injury or death is not caused by the willful action or omission or gross negligence of the Employer.
- 14.2. The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of the Employees, and the Mandatary hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatary's breach of any of the terms of this Agreement, or by delict.
- 14.3. The Mandatary in pursuance of clause 14, undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.

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**15. CLARIFICATION**

In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, it should contact the appropriate and designated representative of the Employer, whose clarification in terms hereof shall be in writing.

**16. DURATION OF AGREEMENT**

This Agreement shall remain in force for any work performed by the Mandatary and /or any of his Employees at the Employer's premises.

**17. HEADINGS**

The headings as contained in this Agreement are for reference purposes only, and shall not be construed as having interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this Agreement.

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name & Surname for and on behalf of the **Employer**  
he being duly authorised

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_ DAY OF \_\_\_\_\_ YEAR \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name & Surname for and on behalf of the **Mandatary**  
he being duly authorised

**NB: Please ensure that each person signing this Agreement initial all pages.**

**END OF SECTION -**

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**PART C2**

**PRICING DATA**

**C 2.1 Pricing Data – Pricing Instructions**

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**PRICING INSTRUCTIONS**

1. The Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.

2. The Schedule of Activities comprises items covering the Supplier's profit and costs of general liabilities associated with the execution of the Contract

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

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Supplier submitted on such a basis.

4. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

5. An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

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

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

7. **MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect

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of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

**8. PROVISIONAL SUMS / PRIME COST SUMS**

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

**9. PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

**10. "RATE ONLY" ITEMS**

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The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

**11. PRELIMINARY AND GENERAL**

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Occupational Health and Safety Specifications & PAM

Fixed Charge Items: Each item should be priced separately and, subject to the Employer's Agent certifying in terms of Clause 6.7 of the General Conditions of Contract that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than

5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of Clause 5.5 of the General Conditions of Contract. The final monthly increment will only be paid upon the issue of a completion certificate.

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7. For the purposes of this Schedule of Activities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer tenders to do the work
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Schedule of Activities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
8. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Activities:
- hrs = hours
- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m<sup>2</sup> = square metre
- m<sup>2</sup>-pass = square metre-pass
- ha = hectare
- m<sup>3</sup> = cubic metre
- m<sup>3</sup>-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilo-newton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = mega-newton
- ML = mega litres

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MN-m            =        meganewton-metre

PC Sum         =        Prime Cost Sum

Prov Sum       =        Provisional Sum

**END OF SECTION**

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**PART C2  
PRICING DATA**

**C 2.2 BILL OF QUANTITIES**

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*SCHEDULE 1 OF 1*

| Item No  | Description   | Unit           | Qty  | Rate (R)   | Amount (R) |
|----------|---|----------------|------|------------|------------|
| <b>1</b> | <b>Site Investigation</b>   |                |      |            |            |
| 1.1      | Carry out site investigation and assessment including compilation of Asset Register, due diligence report, as-built drawing and close-out report.   | Sum            | 1    |            |            |
| 1.2      | Community Liaison Officer (CLO)   | Prov. Sum      | 1    | 30,000.00  |            |
| <b>2</b> | <b>Site Establishment / De-establishment</b>  |                |      |            |            |
| 2.1      | <b>Site Establishment/ De-establishment</b><br>Facilities for the Contractor – The contractor shall provide sum to establish and de-establish on site and all associate cost to carry out work. This shall cover all costs for overheads, contractual requirements, safety compliance, environmental compliance any other related preliminary and General costs | Sum            | 1    |            |            |
| <b>3</b> | <b>Site clearance</b>   |                |      |            |            |
| 3.1      | Site clearance  | m <sup>2</sup> | 242  |            |            |
| <b>4</b> | <b>Earthworks</b>   |                |      |            |            |
| 4.1      | Excavate in all materials for trenches at depth not exceeding 1.5m  | m <sup>3</sup> | 500  |            |            |
| 4.2      | Supply and lay 150mm thick selected granular or river sand material for bedding of new uPVC pipeline.   | m <sup>3</sup> | 26.4 |            |            |
| 4.3      | Backfilling of excavated trenches and compaction in layers with in-situ material  | m <sup>3</sup> | 255  |            |            |
| <b>5</b> | <b>Pipe laying, pumps and electrical works</b>  |                |      |            |            |
| 5.1      | Supply, handle, lay, bed, joint, test and disinfect 110mm uPVC class 9 pipeline   | m              | 300  |            |            |
| 5.2      | Supply, lay, bed, joint, cut pipes to length 90°, 45°, 15° etc. and t-piece. for 110 mm uPVC class 9  | No             | 5    |            |            |
| 5.3      | Construct anchor/thrust blocks with 25 MPa concrete grade   | m3             | 3    |            |            |
| 5.4      | Supply and install gate valves, pipe specials, flanged adaptors and fittings for 110 mm uPVC class 9  | No             | 3    |            |            |
| 5.5      | 2x Booster pumps with pressure switches and all related fittings, cabling, sensors, housing, etc.   | Prov. Sum      | 1    | 100,000.00 |            |

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|     |   |           |   |           |  |
|-----|---|-----------|---|-----------|--|
|     |   |           |   |           |  |
| 5.6 | Supply and installation of electrical cables to connect to the backup generator and other related works | Prov. Sum | 1 | 70,000.00 |  |
| 5.7 | Valve Chambers 1m diameter precast concrete rings with lockable manhole covers                          | No        | 3 |           |  |

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**BILL OF QUANTITIES SUMMARY**

| <b>ITEM NO</b> | <b>DESCRIPTION</b>                      | <b>AMOUNT</b> |
|----------------|---|---------------|
| 1.             | SITE INVESTIGATION                      | R             |
| 2.             | SITE ESTABLISHMENT / DE-ESTABLISHMENT   | R             |
| 3.             | SITE CLEARANCE                          | R             |
| 4.             | EARTHWORKS                              | R             |
| 5.             | PIPE LAYING, PUMPS AND ELECTRICAL WORKS | R             |
|                | <b>SUB-TOTAL</b>                        | <b>R</b>      |
|                | Add: 15% VAT                            | R             |
|                | <b>TOTAL CARRIED TO FORM OF OFFER</b>   | <b>R</b>      |

**Total tender amount to be carried forward to the Form of Offer.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

(On behalf of the Tenderer)

**- END OF SECTION -**

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**PART C3**

**SCOPE OF WORKS**

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**C 3.1 Description of the Works**

**C3.1.1 Employer's Objectives**

The Head Office of Mhlathuze Water is located within the Alton Precinct of Richards Bay and accesses potable water from the Local Municipal Water Reticulation System. Mhlathuze water indicated that it has experienced disruptions in the water supply necessitating office personnel being sent home ultimately resulting in disruptions to their services provision capacity, loss of productivity and back-up water supply to the head office building was investigated and possible solutions were identified.

Several solutions were investigated internally, and it seems that a pressed steel tank was the most viable solution however the concept was implemented and was found not to be viable. The location of the water storage is Mhlathuze Water yard where the tank was positioned close to the existing services and there are no underground services in that area. Modification to the existing is required in order to feed the Head Office directly from the pressed steel tank.

**C3.1.2 Overview and extent of the Works**

**C 3.1.2.1 General**

Mhlathuze Water (MW) undertook a project in 2020 to address the alternative water supply to Head office when water is not available from the Municipality due to breakdown. This project was done to avoid staff working without water availability which posed health hazard. The configuration of the scope of the project was such that there is a 55 KL steel back-up storage tank that supplies MW head office when water is unavailable from the municipality and water is kept fresh by dosing chlorine to keep it fresh. It was discovered that this set up has high probability of water in the tank going stale and microbiological regrowth rendering it unsafe for human consumption.

The recommendation is that the current setup is modified such that in the holding tank there would always be fresh water. This can be achieved by directing the municipal supply to the holding tank and then supply Head Office from the tank.

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**C 3.1.2.2 Description of Works**

Below is the scope of work for the project

**A. Design configuration a MW Alternative Back-up Supply System**

- a) Modification of the existing system incorporating 55 KL back-up storage
- b) Ensure system is design in a way that water is keep fresh by continues circulation.

Below are the proposed option of the system configuration

Option: Installation of a booster pump with a pressure switch.

Note: The Service Provider should proposed the efficient and economical system for the proposed alternative back-up water supply.

**B. Construction and Commissioning of MW Alternative Water Back-up Supply System**

- a) Site establishment / De-establishment
- b) Site clearance
- c) Excavate in all materials for trenches at depth not exceeding 1.5m
- d) Supply and lay 150mm thick selected granular or river sand material for bedding of new uPVC pipeline.
- e) Backfilling of excavated trenches and compaction in layers with in-situ material.
- f) Supply, handle, lay, bed, joint, test and disinfect 110 uPVC 220m pipeline
- g) Supply, lay, bed, joint, cut pipes to length 90°, 45°, 15° etc. and t-piece.
- h) Construct anchor/thrust blocks.
- i) Supply and install valves, pipe specials and fittings.
- j) Modification of existing pump to include pressure switch or tank elevation.

**C 3.1.2.6 Compilation of Construction Dossier**

The work to be executed under the Contract has to be supported by an approved Quality Assurance and Control system of the Contractor, resulting in a Construction Dossier to be compiled, containing ALL the quality records for the construction of the Works.

The Quality Control requirements for this Contract is addressed in the Particular Specifications.

The Contractor's attention is drawn to the Quality Assurance procedures required by the Employer.  
(Refer to the particular specification as attached)

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**C 3.1.2.7 Interaction with public relations consultants**

Interaction and communication on progress with the Works relative to the programme for the construction of the Works will be required with the appointed ISD consultant by the Bidder in order to allow for the required community participation and information sharing.

**C3.1.3 Location of the Works**

The site is located at Mhlathuze Water with address Cnr, Battery Bank, S Central Arterial, Richards Bay, 3900 under the City of Mhlathuze, King Cetshwayo District.

**C3.1.4 Temporary Works**

The Contractor is responsible for all temporary works on site.

**C3.1.5 Nature of ground and sub-soil conditions**

A geotechnical investigation has been undertaken for this Contract. It shall be the Contractors responsibility in terms of the Conditions of Contract to have inspected the site and have satisfied himself, by his own independent enquiries and observations, as to the nature of the ground and subsoil conditions.

No claims for additional payment or an extension of time shall be considered on account of the existing site conditions and nature of the ground and subsoil.

Tenderers shall be permitted to make any trial pits or boreholes to carry out any sub-surface investigations of the area they require for the purpose of ascertaining the character and nature of the ground and subsoil, at their own expense and with prior approval of Mhlathuze Water before any such work is undertaken.

The contractor is likely to encounter sandy soil conditions and groundwater. The contractor is deemed to have made adequate provision in his rates for extensive shoring, sloping, and dewatering.

**C3.1.6 Disclaimer**

This information regarding the sub-surface conditions and material on site is provided in good faith for the Contractor's convenience as an indication of the conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of, the information being representative of the whole area of the Works or of the various materials to be encountered. The Contractor shall be held to have satisfied himself as to the subsurface conditions to be encountered on site and to allow accordingly in his tendered rates.

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**C 3.2      Employer's Agenting**

**C 3.2.1      Employer's Design**

The Employer is responsible for the design of the permanent works.

**C.3.2.2      Contractor's Design**

The Contractor is responsible for the design of all temporary works and all construction methods. This includes all tie ins and interconnecting works, all shoring and lateral support systems required for trenching and protection of the works, as well as protection of existing pipelines in close proximity of construction work. It is the Contractor's responsibility to prepare method statements and to prepare designs for the removal, relocation and /or reconstruction of infrastructure and facilities where applicable, that will be affected by the construction of the Works.

The Contractor is responsible for development of welding procedures and certification of welders against such procedures.

**C3.2.3      Drawings**

The drawings issued to Tenderers as part of the tender documents must be regarded as provisional and preliminary for the Tender's benefit to generally assess the scope of work and to develop his pricing strategy. These drawings are marked as "Tender Drawings".

The construction of the Works shall be carried out against drawing revisions marked as "for construction purposes". The Contractor has to ensure that he always refers to the latest construction drawing revision issued by the Employer's Agent.

The Employers Agent shall, at commencement of the Contract, deliver to the Contractor, copies of the construction drawings in pdf format together with any associated instructions required for the commencement of the Works.

The Employer's Agent may issue, from time to time, during the construction of the Works, revisions to previously issued drawings as may be required for adequate construction and completion of the Works. Such revisions will be in pdf format. The Contractor shall keep an updated drawing register for use on site.

The drawings issued separately to this document, for tender purposes, are listed herewith:

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**C 3.3      Procurement**

**C 3.3.1      Sub-Contracting**

Sub-contractors are to be in consultation with Mhlathuze Water

**C3.3.1.3      Subcontracting Procedures**

This clause is left blank intentionally.

**C3.3.1.4      Attendance to subcontractors**

Attendance to subcontractors is to comply with the Conditions of Contract.

**C 3.3.2      Preferential Procurement**

Preferential procurement is detailed under the tender and contract data. Refer to Schedule 11.

**C 3.4      Construction**

**C 3.4.1      Specifications and Standards**

Standard specifications amended standard specifications and particular specifications are addressed under sections C3.5.1 through C3.6 and the annexures attached in part C7.

**C3.4.2      Certification of Recognised Bodies**

Items and materials for construction of the Works shall comply with the relevant South African Bureau of Standards Specifications and with the British Standards where these are applicable in the absence of local standards. Other international standards are also applicable.

The Contractor shall, when called upon by the Employer's Agent, furnish the required Standard Specification compliance certificates.

Only SANAS accredited laboratories or other institutions may be used for certification purposes. For material testing, concrete durability testing, or other the laboratory shall be approved by the Employer's Agent.

**C3.4.3      Site Establishment**

**C3.4.3.1      Services provided by the Employer**

No services or facilities are provided by the Employer.

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**C3.4.3.2 Facilities to be provided by the Contractor**

The Contractor is responsible for:

- All Camps, Depots and Workshops as well as storage areas.
- The accommodation arrangements for Contractor's employees remain the responsibility of the Contractor in all respects. This includes arrangements for transport. (See Conditions of Contract)
- Additional space requirements which cannot be accommodated on site as made available to the Contractor

**C 3.4.3.3 Storage and laboratory facilities**

Storage facilities shall be suitable to ensure storage of materials and equipment and Plant on site, allowing for adequate protection.

Plant and equipment shall be stored on suitably prepared hard surfaces with adequate shade cover.

There are no specific laboratory requirements to the contract except for the fact that laboratories used need to be SANAS registered.

**C 3.4.3.4 Office Space/Facilities and equipment for the Employer and Employer's Agent**

**Employer's Agent Office:**

An office is required for the use of the Employer's Agent on site. (See SABS 1200 AB and as amended in the project specifications, specifically PSAB 3.2).

It will be a requirement of this contract that all work pertaining to the provision of the office of the Employer's Agent shall be completed in full prior to the Contractor being permitted to commence work on site.

**Parking facilities:**

The Contractor shall provide 4 dedicated parking areas for the Employer and the Employer's Agent for exclusive use. Parking area to be covered with suitable covering to provide 100% shade.

**Ablution facilities:**

A male and female ablution facility with wash hand basin shall be made available for exclusive use for the Employer's Agent and Employer.

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**C 3.4.3.5 Advertising rights and notice boards**

Advertising rights remain with the Employer.

A notice board for the construction activities, should be erected at the construction site. The requirements of PSAB of SABS1200 apply.

**C 3.4.3.6 Vehicle for Employers Agent**

Not applicable.

**C 3.4.4 Site Facilities**

**C 3.4.4.1 Source of water supply**

The Contractor shall make his own arrangements for water supply connections for the camp sites and work fronts and shall be required to bear the cost of all water consumed at campsites, inclusive of the connection fees. Should reticulated water not be available at any of the work locations, the Contractor shall be responsible for sourcing and storing of potable water for consumption and hygiene and water for construction purposes.

The Contractor shall make his own arrangements for water supply connections for construction purposes. The tendered rates under the individual items in the Bill of Quantities which require water for construction purposes, shall be deemed to include all the costs of water supply.

The water quality requirements for reinforced concrete needs to be met.

Water quality requirements for pipeline disinfection shall be met.

The cost of water required to charge the pipeline for hydrostatic testing for the first time shall be borne by the Employer. (See amended standard specifications - Clause PSL 7 SABS 1200). Water for any subsequent charging required, regardless of reason, shall be for the Contractor's account.

Water for any subsequent charging required, regardless of reason, shall be for the Contractor's account.

The cost for all water required for the execution of the construction of the Works shall be borne by the Contractor, excluding the cost for the first charge of the pipeline as noted above.

Water may not be extracted from natural resources for construction purposes.

**C 3.4.4.2 Source of power supply**

The Contractor shall make his own arrangements for power supply connections for all camp sites and work fronts for construction purposes and he shall bear the cost of all power consumed, including the connection fees. Should it be required, the Contractor shall allow for the costs for the power supply for construction purposes, in the preliminary and general section of the BOQ.

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The power supply to the proposed pump station is a matter of specification and catered for in the contract documents.

**C 3.4.4.3 Location of Camps and Depots**

The Contractor shall make all arrangements for camps and depots for which his rates provide shall be inclusive. The Contractor may erect a Site Camp within the existing Nsezi WTW, however the Contractor is to ensure the site camp location is approved by the Employers Agent based on the environmental impact of the site camp erection.

Should information pertaining to camps and depots become available such information shall be presented at the bid clarification meeting.

**C 3.4.6 Existing Services**

**C 3.4.6.1 Location and Protection**

SANS 1921-1 Clause 4.17 has relevance and is added to herewith.

All enquiries on the latest situation with services are to be undertaken by the Contractor. The location of the services shown on the drawing by the Employer were effective at the time of design only and may have changed. The time required for this has to be allowed for by the Contractor in his programme for construction.

Attention is drawn to the fact that whilst the position of the existing pipelines in servitudes, as well as other services in the vicinity of servitudes, and all other services are indicated on the drawings, this information may not be completely accurate and it will be necessary for the Contractor to communicate with the service providers and to prove, trace and expose services which the Contractor has been made aware of as a result of his interaction with service providers. The Contractor shall coordinate meetings with all relevant service providers before construction commences and take all the necessary steps to ascertain the location of existing services before commencing work on any section of the Works. The rates tendered for the location of services and proving of same as well as the updating of existing records of services, shall be deemed to include for these meetings.

The Contractor shall establish at the meetings with service providers, the lead times required to update records and he shall include for this activity in his Construction Programme.

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. Before commencing his operations in any particular area, the Contractor shall request the latest available drawings from the relevant local Service Authorities, showing the location of their services already installed. The Contractor shall ensure that adequate time is allowed for making contact with the relevant Service Authorities in order for them to

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respond meaningfully. The Contractor shall compare the latest service locations obtained from the Service Authorities with the drawings provided for construction and where required, such construction drawings shall be updated. The Employer's Agent shall be notified of any changes in service locations found on the construction drawings.

The Contractor shall take all necessary steps to protect any existing works or service whatsoever, against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him beforehand.

Wayleave conditions/applications are attached to the annexure.

Work carried out on, over, under or adjacent to Eskom infrastructure, needs to be done in accordance with "ANNEX B" generic condition and E7/2 (JULY 1998)".

The Contractor shall procure the required equipment which will enable him to prove services. The Contractor shall locate existing pipes, optic fibres cables, electric cables and/or any other services by hand excavation without the use of picks, to minimise the risk of damaging existing services. The Contractor shall be held responsible for any damage caused to existing services that can reasonably be traced and located.

It is a requirement of this contract that the Contractor exposes and proves every known service within the advance work front ahead of any work being performed, in order to determine whether its level or location clashes with the designed grading of the pipeline or with the coordinates of the proposed road alignment. All services are to be proved in conjunction with each service provider prior to excavation. Such proving shall be timed to coincide with the requirements of the programme and the limitations on the length of work fronts as specified.

The cost of this advance work is to be included in the tendered rates for trench excavation and all tendered rates shall be deemed to include for the exposing of known services and the proving of its location. No additional payment will be considered for the exposing and proving of services as payment for this shall be deemed to be included in existing payment items as specified in the Bill of Quantities for trench excavation and the Lump Sum provided for this purpose under Preliminary and General. The item for excavation by hand to expose unknown and known services where instructed by the Employer's Agent is for use by the Employer's Agent only on an as and when required basis.

The Contractor shall be required to indicate the X, Y and Z coordinates of all services on a drawing, once located. Claims for delays etc. arising from the non-compliance with this requirement will not be entertained.

In addition to the marking/pin pointing of known services, the Contractor is to screen the line of the proposed excavations by means of appropriate electronic tracing apparatus for other buried services, such as pipes or cables that may not be shown in services records. All services found in this manner shall be classified as known services and shall be proved as set out above. Service connections to individual erven are to be located and handled in a manner acceptable to the Employer's Agent. Located and proved services are deemed to be known services.

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Should any services which are not on the existing services layout drawings be located, the Contractor shall add the new information to the services layout drawings in order for the employer to update his information. All tendered rates for trench excavations and road works shall include for the location of services and the updating of services drawings for the Employer.

**C 3.4.6.2 Relocation of existing services**

It is the responsibility of the Contractor to negotiate the relocation of services of service providers, with the relevant service providers.

The Contractor shall ensure that he/she commence with such negotiations well in advance in order to be able to plan and programme such work into the programme for the construction of the Works without causing a delay to the construction of the Works.

The Contractor will be responsible for the payment of initial deposits and relocation costs and will only be reimbursed for such costs from the relevant Provisional Sum item in the Bill of Quantities on a re measurable basis, once proof of relevant payments have been received by the Employer.

**C 3.4.7 Construction Equipment**

**C 3.4.8 Site Usage**

There are restrictions on working corridor width for pipe laying and on the utilisation of the site in general. The Contractor is to familiarise himself with all the restrictive measures and ensure that his rates for the execution of the Works take into account these mentioned restrictions.

The environmental requirements are to be met at all times.

**C 3.4.9 Permits and Way leaves**

The Contractor will be required to obtain the necessary approvals and comply with the relevant authorities'/landowner's requirements at all times.

The Contractor will be required to take cognisance of and comply with the general way leave and 'permission to occupy' requirements of the authorities and landowner's during the construction of the Works.

The Contractor will be required to confirm that he has notified property owners and authorities of his intentions to exercise his right in terms of the relevant way leaves or "permissions to occupy" in good time, before commencement of the required work on the said properties.

**C 3.4.10 Practical Completion and Completion**

The General Conditions of Contract states the contractual requirements for Practical Completion and Completion as milestones to be achieved during the construction process. The following minimum requirements are to be met for certifications:

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**Practical Completion**

The C1 to C6 commissioning procedures have to be completed. This is the overriding requirement for Practical Completion.

All associated pipelines scour, and air valve systems and isolating valve systems have to be tested and certified correct and acceptable, with chambers being secured in terms of the design and construction requirements.

All cathodic protection systems have to be installed and tested and functioning as required.

**Completion**

All the work should be completed in terms of the requirements of the Contract before Completion will be certified.

**C 3.4.11 Agrément Certificates**

No alternative tenders and no tenders offering alternative materials to those stated in the Schedule of Quantities and/or Specifications will be accepted for tender purposes.

The use of alternative materials, which may be fit for purpose and are subject to an Agrément certificate, may however be considered following award of the contract providing the following are adhered to:

- A full copy of the Agrément certificate must be provided,
- The certificate must be currently active,
- All work must be done in accordance with the terms of a specific certificate for the product,
- Details of any and all variations approved by Agreement South Africa must be provided,
- Details of who will erect or install the product must be provided,

The decision as to whether alternative materials complying with the above requirements may be used will be at the sole discretion of the Employer's Agent.

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**C 3.5 Management of the Works**

**C 3.5.1 Applicable Standards and Specifications**

Standard Specifications are listed under section C3.6 – Specification Data.

Amended Specifications are stated under section C3.6 – Specification Data.

Project Particular Specifications are attached under section C7 of this document.

**C 3.5.2 Construction Programme**

**C 3.5.2.1 Time for Completion**

The time for completion is stated in the Contract Data.

**C 3.5.2.2 Preliminary Programme**

The Contractor shall include in his/her tender, a preliminary programme for the construction of the works. This preliminary programme shall clearly indicate how the Contractor plans to perform the Works to completion within the time for completion as stipulated.

The Tenderer shall be deemed to have allowed in his tendered rates and in his preliminary programme for possible delays due to inclement weather as specified in this document.

**C 3.5.2.3 Programme for the construction of the Works**

The construction programme shall comply with the requirements of the General Conditions of Contract in all respects.

The Contractor's rates for work items in the Bill of Quantities shall be deemed to include for the management of the programme for the construction of the Works.

The following shall be included in the construction programme, in addition to the General Conditions of Contract requirements; as well as in its subsequent updates and adjustments as required:

1. The programme shall be prepared utilising MS Project and revisions of the programme shall be issued to the Employer's Agent in both hard copy format and electronic format.
  - a. The Contractor may utilise an alternative software package for managing the construction of the Works but the programme submitted to the Employer's Agent for approval has to be in MS PROJECT format, the latest version available at the time of commencement of the Contract. The programme submitted to the Employer's Agent for approval shall be seen as the construction programme and shall be used for all time referencing and time deliberations during construction.

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- b. Should the Contractor find that translation of his programme from a particular format into the MS PROJECT format loses essential programme elements and formatting, the Contractor shall be required to repair such discrepancies in the electronic programme version submitted to the Employer's Agent.
2. The programme shall be developed using the Critical Path Method which breaks down the project in the order in which the work components are to be executed and gives the time required to execute each component.
3. Each revision of the programme shall clearly indicate the programme name, revision number, date of issue and special variances.
4. The programme shall show ALL work items required to execute the work where such work items shall be properly grouped by main activity, and be able to be rolled up or down, depending on the detail that needs to be viewed.
5. The programme shall in general, comply with the following:
  - a. The programme work items shall be properly linked to show logic and a single critical path.
  - b. The programme shall be resourced and resources needs to be levelled to reflect reality at all times.
  - c. Critical milestones shall be shown.
    - i. Critical milestones are to be agreed with the Employer's Agent.
  - d. Accurate data shall be presented in so far as key dates and milestones are concerned, including projected completion and phased completion where required.
  - e. Production rates and durations are to be reasonable and practical.
  - f. Relationships between activities need to be logical.
  - g. The programme shall not reflect ownership of float.
  - h. Sub contractor's activities are to be shown and the duration for these are to be reasonable and practical.
    - i. No single activity shall have a duration of longer than 28 days.
6. The correct and applicable programme calendar shall be used at all times.
7. Method Statements shall be prepared and be supported by the construction programme.
  - a. The Method Statements shall support the programme and vice versa.
  - b. The Method Statements shall be cross referenced to the applicable quality control documentation and therefore shall be linked to quality inspections as shown in the programme.
8. The programme shall clearly indicate the obligations of the Employer's Agent and the Employer.
  - a. The Contractor's attention is drawn to the 24hour notification period specified under SANS 1921.

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9. The Contractor shall include in his programme for the meetings with service providers as required under this contract as required and for meetings with other contractors to coordinate work at battery limits as detailed in this contract.
10. The Contractor shall prepare a programme that conforms to the limitations to the lengths of work fronts as stipulated under the section titled "Work Fronts" where and if applicable.
11. Performance test witnessing for, for example pump sets or valves, at factories and manufacturing plants not in the Richards Bay region, requires a notification period of 7 calendar days in order for the Employer to make arrangements for his presence should he/she wish to attend.
12. Cathodic Protection installations will be done by a selected subcontractor, approved by the Employer, as a specialist in the field of Cathodic Protection.
  - a. The Cathodic Protection installation takes place in conjunction with the installation of the Works and has to be coordinated with the planned scheduling of the Work's construction by the main Contractor.
  - b. The main Contractor, appointed for the construction of the Works under this contract shall ensure that he sets up coordination meetings and discussions with the selected Cathodic Protection subcontractor and ensure that all Cathodic Protection work is included in his programme for the construction of the Works, in such a manner that adequate timeframes are allowed for the said Cathodic Protection work.
  - c. The costs for coordination activities between the main Contractor and the Cathodic Protection subcontractor, the programming of the Cathodic Protection work and the incorporation of this into the main programme shall be deemed to be covered by existing rates as reflected in the Bill of Quantities.
13. Environmental rehabilitation will be done by a selected subcontractor, approved by the Employer, as a specialist in his/her field.
  - a. The environmental rehabilitation has to take place in conjunction with the construction of the Works and has to be coordinated with the planned scheduling of the Work's construction by the main Contractor. Compliance with the EMP and EMPr is required in this regard.
  - b. The main Contractor, appointed for the construction of the Works under this contract shall ensure that he sets up coordination meetings and discussions with the selected Rehabilitation specialist subcontractor and ensure that all rehabilitation work is included in his programme for the construction of the Works, in such a manner that adequate timeframes are allowed for the said work.
  - c. The costs for coordination activities between the main Contractor and the Rehabilitation sub-contractor, the programming of the rehabilitation work and the incorporation of this into the main programme shall be deemed to be covered by existing rates as reflected in the Bill of Quantities.
14. The Contractor shall allow in his programme for all the requirements pertaining to services, service proving and relocation, as stated in this specification.

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15. Commissioning procedures, including final training and development of the Employer's staff is a prerequisite for Practical Completion. The Contractor shall clearly show on the programme for the construction of the Works the requirements for commissioning of the Works.
16. The construction of the Works includes newly constructed pipework to be tied into existing pipework. This necessitates the shutdown of existing supply systems. The duration of shutdowns is limited and often limited for scheduling to specific days of the week in order to provide the Employer of a fair chance to plan and limit disruptions in water supply. In order to prevent delays to the Contractor, shutdowns are to be planned well in advance in order to ensure that the coordination between the Employer and the Contractor can be such that shutdown supply risks are limited.
  - a. The Contractor is to plan and schedule shutdowns well in advance and indicate this on his programme for the construction of the Works.
  - b. The Contractor shall, well in advance of anticipated shutdowns, test isolating valves for effectiveness, in conjunction with the Employer. This is required to afford the Employer the opportunity to do maintenance on problematic valves where required. This testing of valves shall be programmed in order to mitigate the risk of delay to the construction of the Works.
17. The work pertaining to the modifications at the Mhlathuze Weir pump station could affect the continuation of the raw water supply to existing end users. This work needs to be carefully programmed and shown on the programme in order to ensure that sequencing and disruption of supply is coordinated with the system requirements.
18. The programme shall make provision for the application of the Construction permit, the duration of which shall be included in the contract duration and shall be planned for by the Contractor.

**C 3.5.2.4 Working outside normal working hours**

Normal working hours are considered to be between 07h00 in the morning and 18h00 in the afternoon, Monday to Friday with full cognisance to be taken of the information in the Tender Data and the description of working days.

All road signs, temporary road works, barricading and/or temporary structures required to make the site safe after normal working hours shall be in place after every work session or by 18h00 of every working day, whichever occurs first. No road signs, temporary road works, barricading and/or temporary structures required to make the site safe after normal working hours shall be removed before 07h00.

Working after normal working hours will not be allowed, unless it is approved by the Employer's Agent as "work required to be executed under extra ordinary circumstances".

No work will be allowed outside of normal working hours as a result of the need of the Contractor to execute work in order to improve upon his programme, as a result of the programme slipping behind schedule.

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**C 3.5.2.5 Progress control and reporting**

The construction programme shall be updated at least once every 14 days and shall be tracked at all times. Should shorter intervals for programme updates be driven by the requirements of Clause 5.6 of the General Conditions of Contract, then these shorter intervals shall become relevant.

Delays to the critical path of the construction programme could be claimable in terms of the General Conditions of Contract should the delay be as a result of an Employers Risk. Such claims for delay, which affects the programme, shall be in terms of the General Conditions of Contract. The Contractor may however experience Contractor's Risk events which could cause delays to the critical path of the programme. The Contractor shall, within 7 days of experiencing such a Contractor's Risk event, delaying the critical path of his current programme, report to the Employer's Agent in writing what, in his opinion, caused the delay and which measures the Contractor intends putting in place, to mitigate risks of further delay.

The Contractor shall prepare monthly progress reports, which are to be submitted to the Employer's Agent. These required progress reports shall be submitted 3 days before each site meeting, the dates of which will be determined at the kick off meeting for the Contract. The reporting shall continue until all the work under the Contract has been completed up to the date of issue of a Completion Certificate.

The monthly report shall contain the following but not be limited to:

- A tracked programme with the report stating progress relative to planned progress in terms of the latest approved programme.
- Plant and labour resources on site for the preceding period.
- Safety statistics for the preceding period.
- Environmental matters that require highlighting.
- Public Relations matters that require highlighting.
- Cash flow deviations from cash flow predictions based on the approved programme

NOTE: This report as detailed above is not to be seen as a substitute for the report required to motivate reasons for delay to the critical path of the programme as stated in preceding paragraphs.

**C 3.5.2.6 Weather conditions and rain delays**

The Contractor shall keep accurate and detailed records of weather conditions which shall be included in his daily diary submitted to the Employer's Agent. Claims for extension of time due to abnormal weather which the Contractor considers to be worse than the expected normal conditions, will only be considered if fully motivated with supporting documentation. Agreement between the Employer's Agent and the Contractor on days affected adversely by rain shall be reached on the day of such adverse effect. Claims for rain delays shall not be agreed retrospectively, after the event, when the site conditions cannot be assessed applicably.

The Contractor shall note that his programme shall include for weather conditions that can be expected, based upon historical records. The number of days allowed for adverse weather

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conditions shall be clearly shown for each month on the construction programme (refer to Contract Data).

**C 3.5.2.7 Shutdowns for tie ins**

Shutdowns for tie ins of pipework to existing live systems can become complex and cumbersome and work at the Weir could mean disruption of the continuously required supply. These need to be planned well in advance with the relevant authority and adequate time should be allowed to execute this work where time planning should be agreed with the relevant authority. The Contractor shall schedule the required tie in work and work at the weir into his construction programme, well in advance in order to ensure that such tie ins do not delay the progress of the Works or impact negatively on the water distribution efforts of the Employer. (In this case the relevant authority is the Mhlathuze Water)

**C 3.5.3 Work Fronts for linear development**

**C 3.5.2.3.1 Work front definition**

For the purpose of this contract, work fronts are defined as fronts where work takes place for pipe laying, that is preparation of the working corridor for pipe laying (clearing and grubbing and fencing of working corridor), excavation for trenches, bedding preparation, pipe laying and backfilling and thereafter rehabilitation of the working corridor. Work fronts pertain to the linear development component of the Contract.

A contained site is defined as the site where construction activities are taking place at a specific location, for an extended period of time for the construction of a reservoir or pump station and where such site is fenced off and protected for the duration of the whole of the contract duration.

Work fronts are divided into 3 categories:

**Advance Work Front:**

The **advance work front** is where services are being detected and where preparation for construction activities is taking place. The length of this work front is limited to 200m. Timeous detection and proving of services is required within this advance work front and all advance work on private properties, if required, in order to prepare the working corridor for construction, shall take place during this stage.

In general, the **advance work front** for pipe laying activities is the section where clearing and grubbing is taking place and where working corridor fencing is being erected as required and where applicable, where services are proved and relocated.

**Construction Work Front:**

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The actual **construction work front** is the section where pipe laying activities are taking place. This is excavation, stock piling of excavated material, placing of bedding, pipe laying and pipe being bedded and backfilling to topsoil level if applicable. The length of this work front is limited to 200m.

This work front also includes the construction of manholes and associated work.

**Reinstatement Work Front:**

The section behind the actual construction work which has to be reinstated after pipe laying has been completed, is defined as the **reinstatement work front**. The length of this work front is limited to 200m. Work taking place in this section should be limited to top soil placement, rehabilitation and road works and chambers where required as well as the removal of working corridor fencing where applicable.

### **C 3.5.2.3.2 Length of work fronts**

**The total work front length:**

The total work front length shall be limited to 600m. That is the sum of the length of the advance work front, the construction work front and the reinstatement work front. The total work front shall move along any stretch of pipeline route in a train like manner.

The Contractor's attention is drawn to limitations on work front length and working corridor width as a result of Environmental requirements.

The Contractor shall allow in his programme for the construction of the Works, for the work front length limitations as well as the internal lining reinstatement distance limitation.

**The internal pipe length rehabilitation work front:**

The length of internal work front for the repair to internal lining of a pipe being laid, shall not exceed 6 pipe lengths or joints.

This is an imperative limitation in order to ensure adequate conditions for lining repair, curing and inspection.

### **C 3.5.2.3.3 Number of work fronts**

The pipeline construction work shall be limited to a maximum of 2 work fronts.

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**C 3.5.4 Quality**

**C 3.5.4.1 Quality Assurance and Quality Control**

Quality assurance and control and the deployment of a system to ensure quality is the responsibility of the Contractor.

The Contractor shall, before commencing with construction activities, develop a quality control plan for the construction of the Works and agree the format with the Employer's Agent. The quality control plan shall cover each work item, shall show quality control results and shall be cross referenced with the index of the method statements that are applicable.

The Contractor has to compile a construction dossier comprising the quality documentation for the construction of the Work.

**C 3.5.4.2 Method Statements**

The Contractor shall furnish the Employer's Representative with a method statement for all construction activities.

Method statements shall be submitted to the Employer's Agent with the programme for construction. Method statements shall be in sufficient detail for the Employer's Agent to determine their practicality and suitability and as a minimum shall include details of construction methods, work methods, plant and equipment particulars including details of critical standby equipment.

Method statements shall refer to Quality Control plans in order to assess suitability of same for the execution of the works in terms of the set Quality Control standards.

Method statements shall be cross referenced to the relevant Quality Control documentation and upon evaluation of the programme for construction, the method statements and quality control documentation shall support the programme in order for the Employer's Agent to realistically evaluate the programme.

The Contractor is to provide MW operations and the Employer's Agent a method statement and risk assessment for every shutdown required. This is to be provided to MW Operations with a minimum 30-day notice period.

**C 3.5.5 Dealing with water**

Notwithstanding the requirements of SANS1921, the Contractor shall take adequate precautions for the protection of the works from storm water runoff during periods of prolonged heavy rainfall. The Contractor shall be responsible for dealing with all water during construction from whatever source, and the cost of all dewatering, shall be deemed to be included in the tendered rates. The Contractor shall provide temporary storm water drainage and due cognisance must be taken of the highly erodible nature of the in situ and excavated material.

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The Contractor shall be responsible for all repair works necessary to reinstate any damage caused by storm water runoff. As per the Geotechnical investigations a high water table is envisaged along the pipeline route, the Contractor shall be responsible for dewatering of all pipe trenches and open excavations including well points if required, these are deemed inclusive in the tendered rates.

The Contractor shall be responsible for drawing up a Storm Water Management Plan for the handling of storm water for the duration of construction at all work fronts as well as the local site where work on the pump station is being executed. The tendered rates provided in the BOQ shall be deemed to include for all Storm Water Management issues related to the Contract at all work fronts.

The Storm Water Management Plan shall conform to the requirements of the EMPr.

**C 3.5.6 Disposal of spoil and surplus material**

Disposal of spoil and surplus material needs to conform with the requirements of the Environmental Management Programme and Plan.

All costs pertaining to removal and dumping of spoil are to be included in the Contractors rates for the construction of the Works.

The Employer will not accept spoiling on a third-party property, regardless of arrangements concluded upon between the Contractor and such third party property owner

**C 3.5.7 Testing, Completion, Commissioning and Correction of Defects**

**C 3.5.7.1 Length of pipeline to be pressure tested**

The testing regime for the pipelines constructed under this contract is detailed under the amended specifications, section PSL of SABS1200.

**C 3.5.7.2 Commissioning**

The Employer shall not take beneficial occupation of the pipeline before commissioning as per the requirements of this specification have not been completed.

The Employer shall take beneficial occupation of the pump station at the Mhlathuze Weir once the work there has been practically completed.

**C 3.5.8 Requirements to accommodate traffic**

Refer to SANS 1921 – VOL 2.

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**C 3.5.9 Survey control and setting out of the Works**

Survey control and setting out of the Works is dealt with under SANS 1921.

The Contractor shall be responsible for all survey work required to set out the works. All survey data shall be signed off by a professionally registered surveyor and tendered rates in the Bill of Quantities shall be deemed to include for all the costs associated with surveying for the construction of the Works.

**C 3.5.9.1 Survey beacons and control points**

Survey control points will be handed over to the Contractor in conjunction with the kick off meeting.

The Contractor will be responsible for caretaking of all control points and should such points be damaged there will be re-established at the expense of the Contractor.

**C 3.5.9.2 Initial survey**

An initial survey of the terrain where construction activities are to take place, shall be executed in a 2m by 2m grid. The survey data so obtained shall form part of the records to be compiled into the Construction Dossier.

**C 3.5.9.3 Final survey**

A final survey of the terrain where construction activities did take place, shall be executed in a 2m by 2m grid. The survey data so obtained shall form part of the records to be compiled into the Construction Dossier.

**C 3.5.9.4 Surveying general**

The Contractor shall submit the following "As-built" data to the Employer's Agent to enable him to complete the required Record Drawings before a Certificate of Completion will be issued:

- A tacky survey of the completed works carried out in accordance with TMH11: Standard Survey Methods, issued by the Committee of Land Transport Officials.
- Each point shall be suitably coded and identifiable by the Employer's Agent and shall be supplied on a computer disk in an ASCII file with the following format: Code [SPACE] X Co-ordinate [SPACE] Y Co-ordinate [SPACE] Level [SPACE] Description.
- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person referenced to the nearest construction benchmarks used for the project.
- In addition to the above, all as-built information must be provided on a drawing in DXF and hard (paper) copy formats showing all relevant construction information. All other surveyed information must also be shown on the drawings.
- Information requirements need to be confirmed with the Employer's Agent.

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Suitable checks on the accuracy of the information provided may be carried out by the Employer's Agent and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an Employer's Agenting surveyor to re-survey all the works listed above, at the Contractor's expense.

**C 3.5.9.5 Photographic Record**

The Contractor shall prepare and submit a well indexed photographic record of the progress with the construction of the Works. The photo record shall be done in intervals not exceeding 7 calendar days over the full duration for the construction of the Works.

The format of the indexed photographic system shall be agreed with the Employer's Agent at the commencement of the Contract.

An item has been included in the Bill of Quantities in the P&G section, for the costs pertaining to the required record and the rate inserted shall be deemed to cover all costs pertaining to the compilation of the photographic record.

**C 3.5.9.6 As built records and record drawings**

The Contractor shall mark-up, in RED, all the conflicting information on drawings as far as nonconformance with specifications is concerned, probable different site conditions encountered compared to what has been anticipated, differences in services locations encountered compared to what is indicated on the drawings and/or approved changes in design as instructed by the Employer's Agent.

Any construction and or installation detail differing from that on the provided drawings shall be marked up. The marking up of the Employer's Agent's drawings shall be on an A0 drawing which the Contractor shall provide. The marked up drawing shall reference any relevant site queries and sketches. Upon completion of the works, the updated information must be forwarded to the Employer's Agent for incorporation into the Construction Dossier for which a full set of final Record Drawings will be prepared.

The drawings which the Contractor updates and which are marked up in RED shall be clearly marked in RED, in the top left hand corner, to reflect the words "RECORD DRAWING". Should any specific drawing not require any amendments, it will be marked in RED in the top left hand corner to reflect the words "RECORD DRAWING – NO AMENDMENTS".

The Contractor shall therefore submit to the Employer's Agent, a full set of record drawings in A0 format, marked up in RED. The tendered rates for preparing marked up record drawings shall include for all work required as well as provision of the relevant A0 hard copy. If no specific rate for preparation of marked up record drawings is provided, the cost shall be deemed to have been included in the general rates for the construction of the Works.

All marked up in red drawings shall be submitted as a prerequisite for Completion certification.

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**C 3.5.10 24 Hour response team**

The contractor shall make available, a 24 hour response team for maintenance of the site and Work during construction where public access is possible.

**C 3.5.11 Management of the Environment**

The requirements of the EMPr shall apply.

The EMPr is attached under the annexures of this document.

**C 3.5.12 Security**

The Contractor is responsible for all security measures required on site and at work fronts of the linear development component of the construction of the Works.

All costs required for security measures taken on site shall be deemed to be covered in the billed rates of the Bill of Quantities.

**C 3.5.13 Management Meetings**

The Contractor shall attend regular site meetings as and when these are required by the Employer. The objectives of such meetings will be to review progress and ensure compliance with the programme, discuss, and where possible solve any problems that may arise and generally liaise with all parties concerned with the works.

The cost of attending such meetings shall be included in the tendered price and instructions given by the Employer's Agent at such meetings and confirmed in the notes of the meeting shall be considered as a written instruction by the Employer's Agent, as referred to in the General Conditions of Contract. This does not pertain to specific requirements under the General Conditions of Contract in so far as written instruction and response is concerned.

Site Meetings will generally be held every once a month, but special meetings may be convened as and when required.

The requirements of CPG Partners attending site meetings as per the Contract Data shall be adhered to.

**C 3.5.14 Daily Records**

The Contractor shall keep a daily site diary in which at least the following minimum data will be reflected:

- Work executed.
- Plant and machinery deployed on site.
- Rainfall recorded.
- Agreement to rain delays.
- Manpower deployed to site
- Disruptions for the day.

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The daily diary shall be submitted to the Employer's Agent on a daily basis. The previous day's diary shall be with the Employer's Agent by 10h00 on the following working day. The Employer at any given time should have access to the signed site diaries.

**C 3.5.15 Format of communications**

Formal communication under this Contract shall comprise the issue and receipt of the following:

- Official correspondence issued under transmittal slip, which includes claim and dispute documentation as required by the contractual processes.
- Issue of Site Instructions by the Employer's Agent.
- Variation Orders issued by the Employer's Agent.
- Requests for information submitted by the Contractor to the Employer's Agent, in writing in a predetermined format.
- Notes on meeting proceedings, signed off by attending organisations' representatives.

NOTE: random e mail correspondence generated and distributed does not constitute official correspondence and communication under this Contract.

**C 3.5.16 Payment certificates**

Measurement for payment purposes will take place between the 20<sup>th</sup> and 25<sup>th</sup> of each month. The Contractor needs to submit his monthly payment claim to the Employer's Representative by the 26<sup>th</sup> of each month. These dates can be changed and suitable dates can be agreed with the Employer

Should any of these noted dates fall on a nonworking day or a special nonworking day, the following working day shall be applicable.

The Transfer of Rights declaration (cession document) must be submitted together with any claim made for payment. No payment for Goods or materials will be made without such a declaration. During the kick of meeting, the contractor must indicate if he/she will require the cession payment.

Mhlathuze Water does make electronic payments. The Contractor will be responsible for supplying correct bank details to the Employer for electronic payments and the Employer will not be held responsible for any incorrect bank details supplied by the Contractor.

The Employer does not accept Bonds or Guarantees for retention.

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**C 3.5.17 Employment of local labour and job creation**

**C 3.5.17.1 Local Labour Statistics**

Labour statistics shall be provided to the Employer via the Employer's Representative in a format agreed at commencement of the Contract.

The payment for this shall be included in the Contractor's rates for time related Preliminary and General rates.

The Contractor shall as a minimum provide, on a monthly basis, together with his payment claim, the statistics of all labour employed under the Contract where such statistics shall as a minimum, show for each employee, the name, ID number, address, age, gender, disability level if applicable. A certified copy of employee's ID book cover page may be requested.

**C 3.5.17.2 Community Liaison Officer and ISD Consultant**

Stakeholder management and facilitation includes the deployment of a Community Liaison Officer and an ISD consultant under this contract. A provisional sum is allowed in the Bill of Quantities for this.

The coordination of the progress with the Works with the community and matters affecting the community in which the Contract is being undertaken shall be coordinated through the appointed ISD with assistance from the CLO.

The Contractor will be required to provide assistance to the ISD consultant as and when required.

**C 3.5.18 Training**

**C 3.5.20 Health and Safety**

**C3.5.20.1 Health and Safety Requirements and Procedures**

This clause shall be read in conjunction with the Health and Safety Specification, included in this document. Anything set out in connection with the Safety Act in this document is supplementary to and in no way replaces, alters or supersedes the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993) and the Constructional Regulations 2014, which shall be complied with at all times.

A) 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, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (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.

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- (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 authorised 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 Employer's Agent 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 Employer's Agent, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act 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 of the Commencement Date and shall be implemented and maintained from the commencement of the works.
- (vii) The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (viii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor 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 Employer's Agent, 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.
- (ix) The proposed type of work, materials to be used and potential hazards likely to be encountered on this contract are detailed in Section C3.4: Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014).

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- (x) In terms of Construction Regulations 5(1)(q): The Clients OHS Agent , Employer's Agenting consultant, RE or Mhlathuze safety specialist or officer can stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site. The contractor or contractors shall not be compensated for any time lost.

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

**C 3.5.20.1 Employer's Health and Safety Plan**

The Employers Health and Safety plan is attached under the Particular Specifications.

**C 3.5.20.2 Contractor's Health and Safety Plan**

The Contractor's Health and Safety plan shall comply with the requirements of the legislation applicable.

The Contractor, shall, immediately after appointment for the construction of the Works, make contact with the Employer's appointed Health and Safety agent and familiarise himself with the requirements of the Health and Safety plan for the construction of the Works.

The appointed Health and Safety Representative for the Employer (Health and Safety Practitioner) will be introduced at the hand over meeting for the Contract.

The OHS plan shall include but not limited to the following:

- Principal contractor OHS Policy
- **Legal and other requirements:** Principal contractor must specify what legal and other requirements will be applicable to the construction process:
- **Hazard Identification and Risk Assessment:** The principal contractor must in detail demonstrate how, when, where, what type of risk assessments and by who risk assessments will be conducted?
- **Objectives and targets:** Objectives and targets must be set and detailed description to be given how objectives and targets will be reached
- **Resources, Roles and responsibilities:** Appointments, who will be appointed for what.
- **Competency training and awareness.** Detailed description of what training will take place, including induction, job specific training and external training.
- **Communication:** Types of communication that will take place. Meetings and frequency of meetings (OHS committee meetings / site meetings. Monthly reports.
- **Performance monitoring:** What types of monitoring would be done: Inspections/ PTO's etc.
- **Inspections:** Inspections, frequency of inspections a people responsible for inspections.
- **Incident Management and Investigation:** Who, when, why, where and how **incidents** will be managed.

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- **Audits:** Types of audits and frequency of audits
- **Signage:** Signage that will be used
- **Access control / Security**
- **Public Health and Safety**
- **Traffic Management and accommodation**
- **PPE Management**
- **First Aid arrangements**
- **Emergencies**
- **Management of subcontractors.**
- **Control of Documents**
- **Occupational Health and Safety budget**
- **Operational control:** This refers to the material, equipment and activities that will take place on site based on the scope of works and will be as follows:
  - Signage
  - Permit to work
  - Equipment transport to site. Delivery and offloading.
  - Construction employee facilities
  - Stacking and Storage
  - Housekeeping
  - Waste management
  - Construction vehicles and mobile plant
  - Hand tools
  - Temporary electrical installations
  - Electrical work
  - Use of portable electrical tools
  - Ladders
  - Scaffolding
  - Clearing and grubbing. Vegetation clearance
  - Excavations
  - Bedding and Backfilling
  - Lifting machines and lifting equipment
  - Lifting operations
  - Welding and flame cutting activities
  - Vessels under pressure
  - Grinding / Using circular saws
  - Cathodic protection
  - Soil moisture and density gauges. Soil moisture and density tests
  - Portable x-ray machines. X-ray of joints
  - Steel fixing
  - Form work and support work / Casting concrete
  - Working in a fall risk position.
  - Scaffolding
  - Tie in to existing services

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- Confined spaces
- Installing negative pressure relief and pressure relief backflow valves.
- Cleaning and reconnecting of surge tank.
- Electrical and mechanical works.
- Adverse weather conditions
- Use and storage of flammable liquids
- Hazardous chemical substances
- Dangerous animals.
- Working close to water environments
- Lighting
- Ventilation
- Noise
- Covid 19

The Contractor's Health and Safety Plan will be subject to approval by the Employers OHS Agent, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan and construction work permit for the project.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**C 3.5.20.3 Cost of statutory compliance**

An item has been inserted in the preliminary and general section of the Bill of Quantities for costs pertaining to compliance with the statutory requirements pertaining to Health and Safety. Rates provided under this contract are deemed to cover all costs applicable to Health and Safety compliance.

**C 3.5.20.4 Barricading and Lighting**

Barricading and lighting are covered under the amended specification section PSD of SABS 1200 and SANS 1921.

The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Constructional Regulations 2014.

The Contractor shall erect and maintain for the duration of the contract adequate barricades in the form of fencing, or other approved methods, to prevent unauthorised access to the Site, and in particular any excavations, by the general public.

Trench excavations for pipelines shall be barricaded on both sides along the entire length of open trench. Where trenches are excavated within road reserves and where it may be reasonably expected that vehicular traffic may be encountered in areas outside of road reserves, the Contractor shall provide, maintain and keep lit between sunset and sunrise, warning lamps placed

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at regular intervals not exceeding 50m along the length of open trench on the side facing the street or direction from which traffic may reasonably be expected.

The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Employer's Agent for the protection of the Works or for the safety or convenience of the public or others.

**C 3.5.20.5 Traffic control and management**

Refer to SANS 1921.

**C 3.5.20.6 Aids Awareness**

Refer to SANS 1921 – Vol 6.

**C 3.5.20.7 COVID-19**

The Contractor is to comply fully with the requirements of the Baseline Risk Assessment, Health and Safety Specification and applicable Government Legislation with respect to working under the conditions necessary to reduce the risk of spreading of the COVID-19 pandemic, and the Contractor shall allow for all time and costs as necessary.

The cost of complying with the requirements of this clause shall be deemed to be included in the rates tendered.

**C3.5.20.8 Protection of the Public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

The Contractor shall take special precautions to prevent public access to any dangerous areas on the works, e.g. by temporary barricades and / or fencing.

**C3.5.20.9 First Aid and Site Safety**

The Contractor shall be the responsible party on Site to ensure that the Occupational Health and Safety Act 1993 (Act 85 of 1993) including the Constructional Regulations 2014 and any other statutory obligations on safety are strictly adhered to and administered. The Employer shall not be held liable for safety on Site or anywhere else where the Contractor is active. In addition, the Contractor shall develop a site-specific organogram. Responsible persons shall delegate responsibilities and accountabilities to competent personnel. They shall be appointed in writing. Duties and responsibilities in terms of OHS shall be clearly defined in appointment letters.

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**C3.5.20.10 Expected Health and Safety Risks**

Listed below are, which may not be all, the expected health and safety related risks that may be encountered during the contract duration. The Contractor shall identify and prepare assessments for all risks he is likely to encounter in the execution of the contract before commencing with any work.

Further assessments shall be prepared as and when required for any other risks identified during the construction phase before work involving such risks is undertaken.

| <b>Hazard / Risks</b>   | <b>Risk Rating</b> | <b>Significance</b> |
|---|--------------------|---------------------|
| Covid 19 Exposure   | 300                | Very high risk      |
| Working inside deep excavations (big possibility that sidewalls can collapse)   | 300                | Very high risk      |
| Working in confined spaces  | 300                | Very high risk      |
| Competency and experience of contractors  | 300                | Very high risk      |
| Not complying with legal and other requirements   | 300                | Very high risk      |
| Unskilled workers   | 180                | High risk           |
| Transportation of employees.  | 180                | High risk           |
| Transportation, delivery and offloading of material and equipment to site.  | 180                | High risk           |
| Lifting machines, lifting equipment and lifting operations  | 180                | High risk           |
| Moving, placing bedding / backfilling material on the edges of excavated areas ((big possibility that sidewalls can collapse) | 180                | High risk           |
| Temporary works   | 180                | High risk           |
| Working in a fall risk position   | 180                | High risk           |
| Building and working on   | 180                | High risk           |

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| <b>Hazard / Risks</b>                                   | <b>Risk Rating</b> | <b>Significance</b> |
|---|--------------------|---------------------|
| scaffolding   |                    |                     |
| Electrical and mechanical work                          | 180                | High risk           |
| Inadequate access and egress<br>Routes to/from site     | 180                | High risk           |
| Insufficient emergency evacuation<br>and response plans | 180                | High risk           |
| Clearing and Grubbing: Dangerous<br>snakes.             | 180                | High risk           |
| Insufficient health and safety<br>budget                | 144                | High risk           |
| Welding and flame cutting<br>operations.                | 144                | High risk           |

**C3.5.20.10 Expected Health and Safety Risks**

The Works shall be constructed in accordance with the relevant Government Acts and Regulations and in particular "The Occupational and Health and Safety (Act No. 85 of 1993) and the Construction Regulations 2014".

All apparatus and material supplied and all work carried out shall comply in all respects with the Act.

The Contractor must comply with the requirements of the Act and inform his employees and Sub-contractors regarding regulations, safety requirements, inspections, etc.

The specific health and safety conditions imposed by the Employer (refer the OHASA Agreement under "Forms to be completed after award of Tender" in Volume 1 of the Tender Document) also apply and take precedence where in conflict with the Occupational Health and Safety Act. This Agreement must be signed upon award of the Tender.

The Contractor exempts both the Employer and the Employer's Agent for the safety of his work on the Site. The Contractor assumes the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor delegates any duty in terms of Section 16(2), a copy of each written delegation shall immediately be handed to the Employer's Agent.

By accepting the Contract, the Contractor warrants that all his and his Sub-contractor's workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), which cover shall remain in force whilst any workman is present on the Site.

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**C 3.5.21 Contractors Key Personnel for duration of contract**

The Contractor is to ensure at minimum the following key staff in terms of supervision is deployed for the entire duration of the contract:

- **Project Manager**

NQF Level 6

This Construction Manager shall be responsible for all aspects of the Works on behalf of the Contractor, including receiving instructions, providing quotations, attending meetings, dealing with contractual correspondence (as delegated by the Contract's Manager), payment certificates, preparation of programs and cash flows, and the like. The Project Manager shall also have the authority to commit the Contractor to all contractual aspects of the Contract. The Project Manager shall be appointed in writing in full accordance with the requirements of clause 4.12.2 of GCC 2015.

- **Electrician Artisan**

NQF Level 4 required qualification, and must be trade tested with 3+ years of experience.

All key personnel will be required to attend the monthly progress meetings, apart from the Internal Pipeline Corrosion Specialist which will only be required to attend from time to time when applicable work is taking place on site.

Senior personnel such as the Contracts Manager and Electrician shall be always on site to control and supervise the site activities. No work may be undertaken without these senior personnel on the site and the Employer's Agent reserve the right to suspend the works if these personnel are not present. No claim for additional time or cost will be allowed for such site closure due to the senior personnel not being present on site.

The Contractor shall provide the Employer's Agent with the full names, qualifications, experience and contact details of his key personnel within seven (7) days of the commencement date of the contract. The Contractor's Key Personnel shall be the person proposed in this tender. If this is not possible, alternative CV's, of similar qualification and experience, or better, to that submitted for the tender, shall be submitted to the Employer's Agent for consideration. Acceptance and suitability of alternative persons shall be at the sole discretion of the Employer's Agent.

The Contractor shall be required to strictly observe his obligations regarding adequate full time superintendence of the Works, with particular reference to accuracy of setting out, excavations, correct steel fixing, properly constructed formwork, positioning of foundation bolts, and / or bolt pockets, placing of concrete, pipe laying etc. as applicable, in order to achieve the high standard of workmanship required of him.

Adequate facilities for superintendence of his work shall be provided by the Contractor and the Employer's Agent's Employer's Agenting staff must under no circumstances be expected to act in this capacity on his behalf.

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**C 3.5.22 Implementation Methodology**

The works shall be carried out without interrupting the water supply

**C 3.5.23 Guarantees**

The Contractor shall be liable for, and shall guarantee, all work undertaken by him under the terms of the Contract and for the period of Defects Liability.

The Contractor shall accept and have full responsibility for the adequacy and compatibility of all items of plant and equipment required under this contract.

**C3.5.24 Environmental Management**

**C3.5.24.1 Methods and Procedures**

The following, together with the Construction Environmental Management Programme, shall be applied with regard to the operation and maintenance of the site:

- Before setting up any construction work camp or stockpile site for equipment, the Contractor (or sub-contractor) must liaise with the Employer's Agent and the relevant landowner and reach agreement regarding the location, layout and demarcation of any camp to be established, including any compensation to be paid to the landowner;
- All equipment and materials, particularly potentially hazardous substances, shall be securely stored in lockable structures and all reasonable steps taken to prevent theft or use by unauthorized personnel;
- The site shall at all times be kept in a neat and tidy condition. Papers and packaging shall be binned and removed from site and waste stockpiles shall be properly demarcated and the waste removed at regular intervals and disposed of at a registered waste disposal site.
- Natural vegetation shall not be damaged unnecessarily and the working areas of the site be kept to the minimum reasonably possible for construction. An environmental awareness training programme for the construction staff should be implemented by the Contractor/sub-contractor(s) and all workers made aware of the recommended mitigation measures to be implemented.
- No wild animals (birds, snakes, lizards, game, etc.), domestic stock or indigenous plants are to be disturbed unnecessarily in any way by the construction activities or by the construction staff.
- All topsoil (containing indigenous plant seeds, rootstock, etc.) removed – that may be required in future rehabilitation – should be carefully stockpiled for later rehabilitation.
- Measures need to be taken to ensure that contamination from the work camp and lay-down site does not pollute adjacent areas. This should include the diversion of natural run-off away from the works and the containment thereof in drainage retention areas, where applicable.
- Water from dewatering operations shall be disposed of so as not to return to the working area nor to cause damage or erosion to surrounding areas.
- Dust from stockpiles and access roads shall be controlled by watering.
- Precautions need to be taken against oil spillage from heavy equipment through the use of sand or sawdust drip trays. All material (including soil) contaminated

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- with hydrocarbons should be disposed of as hazardous waste at a registered waste disposal site.
- Any object of historical interest that may be uncovered in the course of the works shall immediately be protected and reported to the Employer's Agent for further action. There is a legal requirement to report any archaeological site of cultural significance to the National Monuments Council, according to the National Heritage Act (Act No. 25 of 1999).
  - The Contractor shall check and supervise his own work and the work of his sub-contractors to ensure that all work is carried out in accordance with the EMP.
  - Sources of imported material shall be listed and approved by the ECO and shall be free of weeds, seeds of alien plants, litter and contaminants;
  - No hazardous substances may be disposed of on-site;
  - The storage of flammable liquids and substances should strictly comply with specifications;
  - Adequate fire-fighting equipment must be readily available at the materials storage and dispensing areas;
  - Adequate precautions shall be provided to prevent spillage during the filling of any tank with flammable and hazardous liquids and during the dispensing of the contents;
  - The site shall at all times be kept in a neat and tidy condition – papers and packaging shall be disposed of into scavenger- and weatherproof bins and the waste removed at regular intervals;
  - Wherever possible, materials used or generated by construction shall be recycled;
  - Provision shall be made for employee facilities including shelter, toilets, washing and eating facilities;
  - Sanitation facilities supplied by the Contractor for the workers shall be maintained in a hygienic state and serviced regularly;
  - Contaminated water, run-off and/or effluent should be prevented from discharging into the groundwater, any water course, drain or sea and should be contained and disposed of at a site approved by the Employer's Agent and Local Authority;
  - Water from dewatering operations shall be disposed of so as not to return to the working area nor to cause damage or erosion to surrounding areas;
  - Dust shall be minimized as far as reasonably possible and controlled by watering;
  - Natural vegetation shall not be damaged unnecessarily and the working areas of the site and along the pipelines shall be kept to the minimum reasonable possible for construction;
  - The Contractor should manage and minimize any noise generated on site so as not to disturb nearby residents;
  - Final audit: On completion of the works, but before the construction site is handed back to the Employer, a thorough environmental inspection or audit impacted by the construction activities shall be carried out and any 'problematic' or damaged areas shall be made good or rehabilitated to the satisfaction of all parties.

**C3.5.24.2 Fires and Burning of Vegetation**

Under no circumstances whatsoever may fires be lit anywhere on the site of the Works.

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**C3.5.24.3 Preservation of Flora and Fauna and Soil Conservation**

The Contractor shall :

- a. take all precautions to prevent:
  - i) any damage to trees, shrubs and the surrounding natural environment,
  - ii) fires,
  - iii) loss or injury to domestic or wild animals from any lands used or occupied by the Contractor
- b. refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is absolutely necessary for the execution of the contract
- c. ensure that no vegetation, trees or shrubs outside the site boundaries are disturbed, damaged or destroyed. A penalty of R1,000 per incident may be charged to the Contractor,
- d. take care to cause the minimum disturbance to the fauna and flora,
- e. take measures as to ensure that his employees are aware of and abide by all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- f. prohibit all firearms from the site and temporary camps.

**C3.5.24.4 Protection of Trees, Shrubs and Surrounding Environment**

The Contractor shall ensure that no trees, shrubs or the surrounding natural environment outside the site boundaries are disturbed, damaged or destroyed.

A penalty of R1,000 per tree or shrub damaged or destroyed or for damage to the natural surrounding environment may be charged to the Contractor. The Employer's Agent shall have the right to permanently exclude any person from the site who causes any damage to the natural environment.

**C3.5.24.5 Prevention of Poaching**

The Contractor shall ensure that none of his employees partake in any poaching activities of any nature during the duration of the contract.

Any person caught poaching shall be banned from the site of the Works and shall be prosecuted under the relevant laws.

The Contractor shall be liable for a fine of R5,000 for the first incidence of poaching committed by any of his employees, whether the employee is prosecuted or not. The fine shall double for each and every incident thereafter up to a maximum of R20,000 per incidence. Repeated incidents may be considered as cause for cancellation of the contract in terms of Clause 9.2.1.3.5 of the GCC 2015

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### **C 3.6 Specification Data**

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "PS" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, a new clause number is given following the last clause number used in the specification. New clauses are followed by an asterisk (\*).

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

Where the context requires, words importing the singular also include the plural and vice versa, and words importing the masculine gender also include the feminine and neuter.

### **List of applicable Standard Specifications**

#### **APPLICABLE SABS STANDARDS**

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Employer's Agenting Construction SABS 1200.

Although not bound in, nor issued with this document, the following sections of the Standard Specifications of SABS 1200 shall form part of this Contract:

| <b>Specification</b> | <b>Series</b> | <b>Year</b> | <b>Title</b>                                       |
|----------------------|---------------|-------------|--|
| SABS 1200            | A             | 1986        | General  |
| SABS 1200            | AB            | 1986        | Employer's Agent's Office                          |
| SABS 1200            | C             | 1980        | Site clearance                                     |
| SABS 1200            | D             | 1988        | Earthworks   |
| SABS 1200            | DB            | 1989        | Earthworks (pipe trenches)                         |
|                      |               |             |  |
| SABS 1200            | G             | 1982        | Structural Concrete                                |
| SABS 1200            | GE            | 1984        | Pre-Cast concrete                                  |
| SABS 1200            | HA            | 1990        | Structural Steelwork (Sundry Items ) including GRP |

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|           |    |      |                          |
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| SABS 1200 | L  | 1983 | Medium pressure pipeline |
| SABS 1200 | LB | 1983 | Bedding (pipes)          |
| SABS 1200 | LC | 1981 | Cable Ducts              |
| SABS 1200 | LE | 1982 | Stormwater Drainage      |
| SABS 1200 | MM | 1984 | Ancillary Works          |

The variations to and additions to the standard specifications are included under the section called Amended Standard Specifications and are prefixed "P" followed by the standard clause alphabetical reference. Such amendments take precedence over the SABS Standard Specification.

Particular Specifications are included under the section called Particular Specifications.

Where a Particular Specification is in conflict with either the variations or additions to the standardised specifications or the SABS/SANS Standard Specifications, clarification shall be obtained from the Employer's Agent.

**APPLICABLE SANS SPECIFICATIONS**

The following SANS specifications are also applicable to this document, unless amended in any particular specification or shown as an amended standards specification. The Contractor is advised to obtain these standard specifications from Standards South Africa (a division of SABS) in Pretoria.

| Specification | Year | Title   | Applicable to: |
|---------------|------|---|----------------|
|               |      |   |                |
| SANS 62 - 1   | 2013 | Steel Pipes Part 1 – Pipes suitable for threading and of nominal size not exceeding 150mm                     |                |
| SANS 62 - 2   | 2009 | Steel Pipes Part 2 – Screwed pieces and pipe fittings of nominal size not exceeding 150mm                     |                |
| SANS 0100 - 2 | 2014 | The Structural use of Concrete - Materials and execution of work  |                |
| SANS 0102 - 1 | 2013 | The selection of pipes for buried pipelines - General Provisions  | PSLB           |
| SANS 121      | 2011 | Hot dip galvanised coatings on fabricated iron steel articles – Specification and Test Methods                | PSL            |
| SANS 135      | 2011 | Metallic coatings – Electrodeposited coatings of nickel plus chromium and of copper plus nickel plus chromium | PSL            |

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|----------------------|-------------|---|-----------------------|
| SANS 136             | 2008        | Metallic Coatings – Electrode deposited coatings of nickel  | PSL                   |
| SANS 227             | 2007        | Burnt Clay Masonry Units  | PA_Brickwork          |
| SANS 657             | 2011        | Steel tubes for o-pressure purposes Part 1: Sections for scaffolding, general Employer's Agenting and structural applications | PSMM                  |
| SANS 664 - 1         | 2011        | Wedge gate and resilient seal valves for waterworks: Part 1: General  | PSL                   |
| SANS 664 - 2         | 2011        | Wedge gate and resilient seal valves for waterworks: Part 2 Wedge gate valves   | PSL                   |
| SANS 664 - 3         | 2011        | Wedge gate and resilient seal valves for waterworks: Part 3 Resilient seal valves   | PSL                   |
| SANS 665-1           | 2012        | Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 1  | PSL                   |
| SANS 665-2           | 2011        | Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 2 - Wedge Gate Valves                                  | PSL                   |
| SANS 665-3           | 2011        | Wedge Gate Valves and Resilient Seal Valves for general purposes: Part 3 - Resilient Seal Valves                              | PSL                   |
| SANS 719             | 2008        | Electric welded low carbon steel pipes for aqueous fluids (large bore) (200mm nominal bore to 2230mm)                         | PSL                   |
| SANS 830             | 2009        | Performance standards in building - Principles for their preparation and factors to be considered                             | PSG                   |
| SANS 861             | 2008        | Method  | PSG                   |
| SANS 878             | 2012        | Ready mixed concrete  | PSG                   |
| SANS 929             | 2008        | Plywood and composite board   | PSLE                  |
| SANS 974-1           |             | Rubber gaskets  | PSLE                  |
| SANS 1083            | 2006        | Aggregates from natural resources – Aggregates for concrete   | PSG, PSMF             |
| SANS 1085            |             | Concrete testing  | PSG                   |
| SANS 1090            | 2009        | Aggregates from natural resources - Fine aggregates for plaster and mortar  | PA_Brickwork          |
| SANS 1117            | 2007        | Plastic wrappings for the protection of steel pipelines   | PSL                   |
| SANS 1123            | 2017        | Pipe Flanges  | PSL                   |
| SANS 1217            | 2015        | Internal and external organic coating protection of buried steel pipelines  | PSL                   |
| SANS 1491 - 1 Super  | 2005        | Portland cement extenders - Ground granulated blast furnace slag (GGBS)   | PSG                   |
| SANS 1491 - 2 Super  | 2005        | Portland cement extenders - Pulverised Fly Ash (PFA)  | PSG                   |

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|----------------------|-------------|---|-----------------------|
| SANS 1491 - 3 Super  |             | Portland cement extenders- Condensed Silica Fume (CSF )   | PSG                   |
| SANS 1529            |             | Mechanical Water meters - potable water   | PSL                   |
| SANS 1551 - 1        | 2008        | Check valves (flanged and wafer types) : Part 1: PN Series  | PSL                   |
| SANS 1700-1 - 1      | 2010        | Fasteners Part 1: Terminology and nomenclature Section 1: Bolts, screws, nuts and accessories   | PSL, PSH, PSHA        |
| SANS 1700-2 - 1      | 2003        | Fasteners Part 2: Screw threads Section 1: ISO general purposes screw threads - Basic profile - Metric screw threads  | PSL, PSH, PSHA        |
| SANS 1700-4 - 1      | 2003        | Fasteners Part 4: Tolerances Section 1: Tolerances for fasteners - Bolts, screws, studs and nuts - Product grades A, B and C  | PSL, PSH, PSHA        |
| SANS 1700-5 - 1      | 2011        | Fasteners: Part 5: General requirements and mechanical properties: Section 1: Mechanical properties of fasteners made of carbon steel and alloy steel - Bolts, screws and studs | PSL, PSH, PSHA        |
| SANS 1849            | 2008        | Butterfly valves for general purposes   | PSL                   |
| SANS 1914            | 2002        | Targeted Construction Procurement. Part 1 – Participation of targeted enterprises   | CPG req               |
| SANS 1921- 1 to 6    |             | Construction and Management requirements for works standards and associated specification data  | PS                    |
| SANS 1921 – 1        | 2018        | Construction and Management Requirements for Works Contracts Part 1: General Employer's Agenting and Construction Works and where accommodation of traffic is involved          | PS                    |
| SANS 1921 - 2        | 2018        | Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor  | PS                    |
| SANS 1921 - 3        | 2018        | Construction and Management Requirements for Works Contracts Part 3: Structural Steelwork   | PS                    |
| SANS 1921 - 4        | 2018        | Construction and Management Requirements for Works Contracts Part 4: Third party management support in works contracts  | PS                    |
| SANS 1921 - 5        | 2004        | Construction and Management Requirements for Works Contracts Part 3: Earthworks activities which are to be performed by hand  | PS                    |
| SANS 1921 - 6        | 2004        | Construction and Management Requirements for Works Contracts Part 6: HIV/AIDS Awareness   | PS                    |
| SANS 6085            |             | Testing of Concrete   | PSG                   |

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| <b>Specification</b> | <b>Year</b> | <b>Title</b>   | <b>Applicable to:</b>                   |
|----------------------|-------------|--|---|
| SANS 5772            | 2004        | Preparation of steel substrates before the application of paints and related products – surface roughness characteristics of blast cleaned steel surfaces – Profile of blast cleaned surfaces determined by a micrometer profile gauge | PSL, PSH, PSHA, PA_Corrosion Protection |
| SANS 6085            | 2006        | Concrete tests - Initial drying shrinkage and wetting expansion of concrete  | PSG                                     |
| SANS 10064           | 2011        | The preparation of steel surfaces for coating  | PA_Corrosion Protection                 |
| SANS 10129           | 2006        | Plastic tape wrapping of steel pipelines   | PSL                                     |
| SANS 10164-1         | 1980        | The structural use of masonry Part 1: Unreinforced masonry walling   |   |
| SANS 10396           | 2003        | Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures  | PSL                                     |
| SANS 50196 - 1&2     | 1994        | Portland cement  | PSG                                     |
| SANS 50196 - 4       | 1993        | Portland cement  | PSG                                     |
| SANS 50196 - 5       | 1994        | Portland cement  | PSG                                     |
| SANS 50196 - 6&7     | 1989        | Portland cement  | PSG                                     |
| SANS 50196 - 1&2     | 1989        | Portland cement  | PSG                                     |
| SANS 50413 - 1&2     | 1994        | Portland cement  | PSG                                     |
| SANS 50196 - 3       | 1994        | Portland cement  | PSG                                     |
| SANS 50197 - 1       |             | Cementitious materials for concrete  | PSG                                     |
| SANS 50934 - 2       | 2009        | Admixtures for concrete, mortar and grout: Part 2: Concrete admixtures, conformity, marking and labelling  | PSG                                     |
| SANS 50934 - 6       | 2011        | Admixtures for concrete, mortar and grout Part 6: Sampling, conformity control and evaluation of conformity  | PSG                                     |
| SANS 51317 - 2       | 2009        | Road restraint systems Part 2: Performance classes, impact test acceptance criteria and test methods for safety barriers.  | PSMM, PS                                |
| SANS 53263 - 1       | 2011        | Silica fume for concrete Part1: Definitions, requirements and conformity criteria  | PSG                                     |
| SANS 53263 - 2       | 2011        | Silica fume for concrete Part 2: Conformity evaluation   | PSG                                     |
|                      |             |  |   |

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**APPLICABLE INTERNATIONAL AND OTHER STANDARD SPECIFICATIONS**

The following additional standard specifications are relevant to in this contract and the Contractor is advised to obtain these from the relevant authorities:

| <b>Specification</b>      | <b>Year</b> | <b>Title</b>   | <b>Applicable to:</b> |
|---------------------------|-------------|--|-----------------------|
| ANSI/API 5L: 44th edition |             | Specification for Line Pipe.   |                       |
| API 1104: 20th edition    |             | Welding of Pipelines and Related Facilities.   | PSL                   |
| ASTM A234/A234M-11a       |             | Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service | PSL                   |
| BS 10                     |             | Flange drilling patterns   | PSL                   |
| BS 1200                   |             | Sand for plaster and mortar  | PA_Brickwork          |
| BS 1387                   |             | Non alloy steel tubes suitable for welding and threading   | PSHA                  |
| BS 1881:124               | 2015        | Testing concrete: Methods for analysis of hardened concrete  | PSG                   |
| BS 5135                   | 1984        | Specification for Arc welding of carbon and carbon manganese steels  | PSG                   |
| BS 5155 Super             | 1984        | Specification for butterfly valves   | PSL                   |
| BS 534                    | 1990        | Steel pipes, joints and specials for water and sewage  | PSL                   |
| BS 537                    |             | Specification for low carbon 17/12 chromium-nickel-molybdenum corrosion-resisting steel sheet and strip (500Mpa)             | PSL                   |
| BS 4504                   |             | Flange drilling patterns   | PSL                   |
| BS EN 593                 | 2017        | Industrial valves. Metallic butterfly valves for general purposes  | PSL                   |

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| <b>Specification</b> | <b>Year</b> | <b>Title</b>   | <b>Applicable to:</b>              |
|----------------------|-------------|--|------------------------------------|
| BS EN 1092-1         | 2018        | Flanges and their Joints – Circular flanges for pipes, valves, fittings and accessories, PN designated steel flanges   | PSL                                |
| BS EN 10240          | 1998        | Internal and or external protective coatings for steel tubes. Specification for hot dipped galvanized coatings applied in automatic plants   | PSL,<br>PA_Corrosion<br>Protection |
| BS EN 10311          | 2005        | Joints for the connection of steel tubes and fittings for the conveyance of water and other aqueous liquids  | PSL                                |
| ISO 1456             | 2009        | Metallic and other inorganic coatings -<br>Electrodeposited coatings of nickel, nickel plus chromium, copper plus nickel and copper plus nickel plus chromium  | PSL, PSH,<br>PSHA                  |
| ISO 1458             | 2002        | Metallic coatings: Electrodeposited  | PSL, PSH,<br>PSHA                  |
| ISO 1461             | 1999        | Specifying hot dipped galvanising  | PSL, PSH,<br>PSHA                  |
| ISO 4074             | 2014        | Natural rubber latex male condoms  | SANS 1921,<br>PS                   |
| ISO 4998             | 1996        | Continuous hot dip zinc coated carbon steel sheet of structural quality  | PSL, PSH,<br>PSHA                  |
| ISO 8501-1           | 2007        | Preparation of steel substrates before application of paints and related products - Visual assessment of surface cleanliness - Part1: Rust grades and preparation grades of uncoated steel substrates and of steel substrates after overall removal of previous coatings | PSL, PSH,<br>PSHA                  |
| ISO 8503-1           | 2012        | Preparation of steel substrates before application of paints and related products - Surface preparation methods - Part1: General principles  | PSL, PSH,<br>PSHA                  |
| ISO 8504-1           | 2019        | Preparation of steel substrates before application of paints and related products - Surface roughness characteristics of blast cleaned steel substrates - Part1: Specification and definitions for ISO surface   | PSL, PSH,<br>PSHA                  |

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| Specification | Year | Title  | Applicable to: |
|---------------|------|--|----------------|
|               |      | profile comparators for the assessment of abrasive blast cleaned surfaces  |                |
| ISO 3575      | 2016 | Continuous hot dip zinc coated carbon steel of commercial, lock forming and drawing grades   | PSH, PSHA      |
| ISO 14713-1   | 2017 | Zinc coatings - guidelines and recommendations for the protection against corrosion of iron and steel in structures - Part1: General principles of design and corrosion resistance | PSH, PSHA      |
|               |      |  |                |
| SIS 05 59 00  | 1967 | Pictorial surface preparation standards for painting steel surfaces  | PSHA           |
|               |      |  |                |

The variations to and additions to the standard specifications are included under the section named Amended Specifications and in some cases in the Particular Specifications. Such amendments take precedence over the Standard Specification as noted above.

Particular Specifications are included under section named Particular Specifications. Where a Particular Specification is in conflict with either the variations or additions to the standardised specifications or the Standardised Specifications listed, clarification shall be obtained from the Employer's Agent.

**List of applicable Particular Specifications**

|            |  |
|------------|--|
| SPEC PDA   | QUALITY CONTROL AND ASSURANCE SYSTEMS  |
| SPEC SDPDA | QUALITY CONTROL AND ASSURANCE SYSTEMS  |
| SPEC PAM   | HEALTH AND SAFETY SPECIFICATION        |
| SPEC PEM   | ENVIRONMENTAL MANAGEMENT               |
| SPEC CVD   | COVID 19 HEALTH & SAFETY SPECIFICATION |

**Works shall comply to SABS 1200**

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**PART C4**

**SITE INFORMATION**

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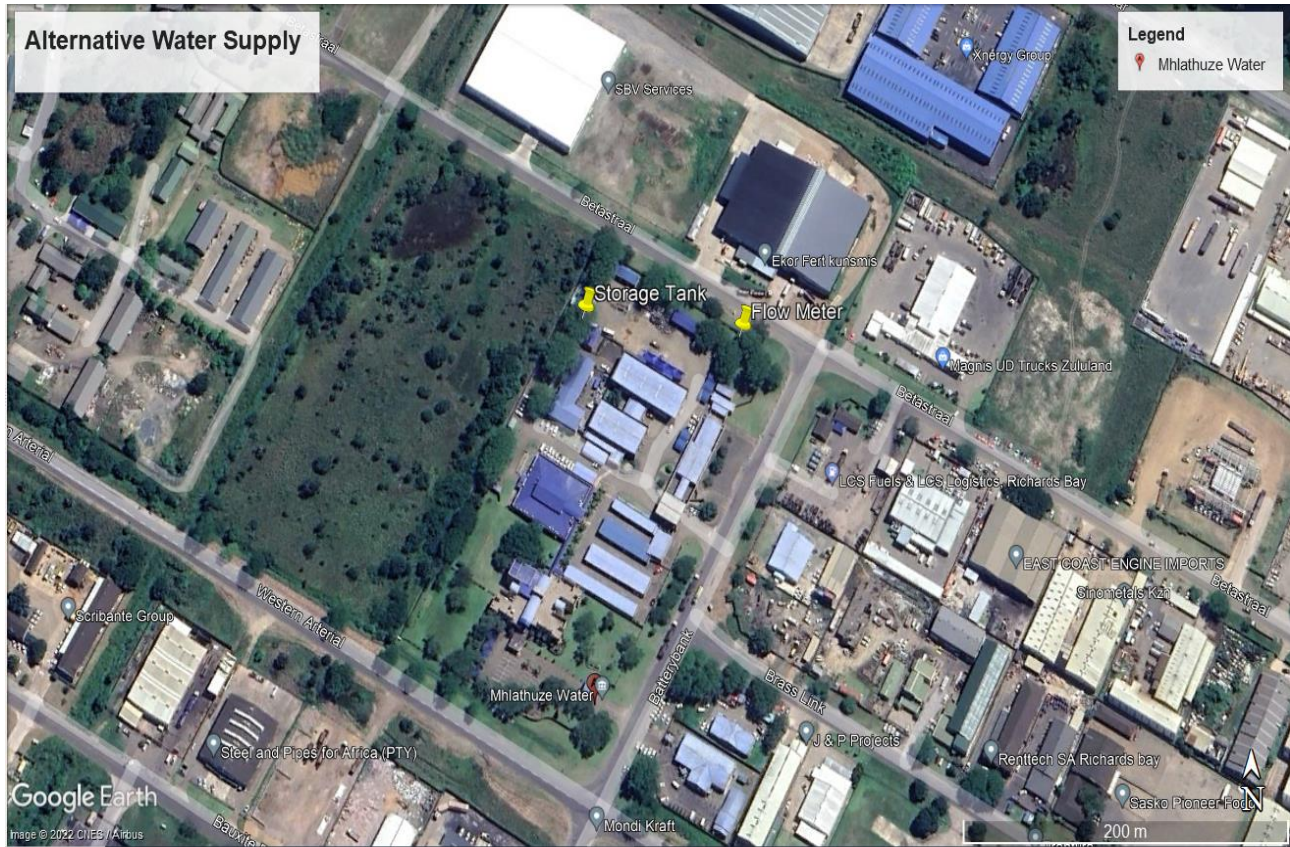
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## C.4.1 LOCALITY

### PROPOSED LOCATION

The project is located at Mhlathuze Water Head Office in Alton, Richards Bay



Source: Google Earth

**FIGURE 1 PROPOSED LOCATION**

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**PART C5**

**TENDER DRAWINGS**

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**PART C6**

**TENDER ANNEXURES**

Annexure A - Electronic Book of Drawings

Annexure B – Excel Tender BoQ (for information only)

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**PART C7 Special Conditions of Contract**

|                                    |
|------------------------------------|
| <b>SPECIAL CONDITIONS CONTRACT</b> |
|------------------------------------|

**1. DEFINITIONS**

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**1.1 Breach**

Means an act of breaking the terms set out in a contract. If the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing.

**1.2 Information**

Means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

**1.3 Intellectual Property Rights**

Includes any patents or patent applications, trade and services marks whether registered or unregistered, registered design, design rights, copyright, rights in databases, domain names, trade or business names and any other similar protected rights in any country (together with the right to apply for any of the above, if applicable).

**1.4 Start date**

The date on which the successful bidder signs the Letter of Appointment.

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**2. INTERPRETATION**

- 2.1 Unless inconsistent with the context, an expression which denotes :
- a) any gender includes the other genders;
  - b) a natural person includes a juristic person and vice versa;
  - c) the singular includes the plural and vice versa.
- 2.2 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in the body of the Contract;
- 2.3 In this Contract a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.4 2.2.3 Any reference in this Contract to:
- 2.5 "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 2.6 "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 2.7 "reasonable" means reasonable care, cause, just, rational, appropriate, ordinary, or usual in the circumstances depending on the action and/or omission of one of the parties or contractors.
- 2.8 "writing" means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No 25 of 2002.
- 2.9 Unless otherwise provided, defined terms appearing in this Contract in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 2.10 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Commencement Date and as amended or substituted from time to time;
- 2.11 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day;

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- 2.12 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 2.13 The rule of construction that this Contract shall be interpreted against the Party responsible for the drafting of this Contract, shall not apply;
- 2.14 No provision of this Contract shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Contract.
- 2.15 If there is any conflict between the provisions of this the Terms of Contract in the Standard Professional Services Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall prevail.
- 2.16 The clause headings shall not limit, alter or affect the meaning of the Contract.

**3. DURATION**

This contract shall commence on the date the successful bidder signs the letter of appointment and shall continue for a period of 2 months, unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.

**4. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

- 4.1 Mhlathuze shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the appointment letter.
- 4.2 The price is fixed and not subject to change unless agreed on by the parties.
- 4.3 Amounts due to the Service Provider shall be paid by Mhlathuze within **thirty (30) days** of receipt by it of the relevant invoices into the bank account nominated by the Service Provider.
- 4.4 If any item or part of an item in an invoice submitted by the Service Provider is disputed by Mhlathuze, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. The dispute resolution mechanisms shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 4.5 All charges in this contract are inclusive of Value Added Tax.

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**5. CORRUPT PRACTICES**

- 5.1 Any- (a) official from the employer or service provider who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) Person who, directly or indirectly, gives or agrees or offers to give any gratification to a person, whether for the benefit of that person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-
- (i) That amounts to the- (aa) illegal, dishonest, unauthorized, incomplete, or biased; or
- (bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
- (ii) That amounts to- (aa) the abuse of a position of authority;
- (bb) a breach of trust; or
- (cc) the violation of a legal duty or a set of rules;
- (iii) Designed to achieve an unjustified result; or
- (iv) That amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corrupt activities.
- 5.2 Without derogating from the generality of 5.1, "to act" in 5.1 includes-
- (a) Voting at any meeting;
- (b) Performing or not adequately performing any project functions;
- (c) Expediting, delaying, hindering or preventing the performance of an official act;
- (d) Aiding, assisting or favoring any particular person in the transaction of any business;
- (e) Aiding or assisting in procuring or preventing the passing of any vote or the granting of any contract or advantage in favor of any person in relation to the transaction of any business;
- (f) Showing any favor or disfavor to any person in performing a function of the project;
- (g) diverting, for purposes unrelated to those for which they were intended, any property belonging to the state which such officer received by virtue of his or her position for purposes of administration, custody or for any other reason, to another person; or
- (h) Exerting any improper influence over the decision making of any person performing functions in the project.

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**6. HEALTH AND SAFETY**

- 6.1 The Service Provider shall have no claim against the Employer or any of its employees in the event of any loss, accident or injury whether fatal or otherwise, occurring to the Service Provider, its designated employees on the premises or whilst providing the services to the Employer, whether such loss, damage, accident or injury occurs from any cause whatsoever, nothing at all excepted.
- 6.2 The Service Provider warrants that as an employer it is fully compliant with the relevant sections of the Occupational Health And Safety Act, Act 85 of 1993 ("the OHAS act") as amended and the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ("the COIDA") as amended.
- 6.3 The Service Provider indemnifies and holds the Employer harmless for the injury, damage or loss suffered by any person in its employ as a result of the services provided howsoever arising and undertakes to compensate the Employer fully for any loss sustained by the Employer through and arising as a result of the provision of the services.
- 6.4 The services shall be conducted in a safe and responsible manner and to this end the Service Provider certifies that it is fully conversant with the provisions of the OHAS act and that the service provider and its designated employees will adhere to the same.
- 6.5 The service provider shall bear full responsibility for ensuring that the provisions of the OHAS act and its regulations are properly implemented in the premises designated for the services in respect of all aspects of the services to be undertaken and that all other laws that pertain to the services will also be complied with.

**7. GOOD FAITH AND REASONABLENESS**

- 7.1 The parties hereby undertake to exercise good faith in all dealings with one another arising out of the conclusion, implementation and termination of this agreement and undertake to take such steps as may be reasonably necessary in order to ensure the successful implementation and fulfillment of this agreement.

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- 7.2 The parties shall at all times ensure that they engage with one another based on principle and standards of reasonableness, so as to facilitate the prompt and successful completion of their obligations in terms of this agreement.

**8. CONTINUED EFFECT – NO WAIVER**

- 8.1 Regardless of any breach of this agreement by any party, and without prejudice to any other rights which the other parties may have in relation to it, the other parties may elect to continue to treat this agreement as being in full force and effect and to enforce its rights under this agreement unless and until it is terminated in accordance with its terms.
- 8.2 The failure of any party to exercise any right under this agreement, including any right to terminate this agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

**9. NOTICES**

- 9.1 Any notice, request, consent or other communication made between the parties pursuant to this agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post, email or fax to such party at the address specified in the special terms of agreement.
- 9.2 Electronic communications shall comply with the terms of the electronic media act no. 36 of 2005.
- 9.3 If the sender requires evidence of receipt, the sender shall state such requirements in the communication and, wherever there is a deadline for the receipt of the communication, the sender may demand evidence of receipt of the communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 9.4 A notice shall be deemed to have been received –
- 9.4.1 **14 (fourteen) days** after posting, if posted by registered post to the party's address;
- 9.4.2 on delivery, if delivered to a responsible person during normal business hours at the party's physical address; and

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9.4.3 On dispatch, if sent to the party's email and confirmed by a responding email.

9.5 Either party may change its address stated in 45 for purposes of this clause to another address by giving the other party **30 (thirty) days** advance written notice of such a change. The new address becomes effective on receipt by the addressee of such written notice. A notice shall be necessary in respect of a new or changed facsimile number.

**10. INVALIDITY AND SEVERABILITY**

Whenever possible, each provision of this agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement, all of which shall remain in full force.

**11. WAIVER**

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.

**13 STIPULATIO ALTERI**

No part of this Agreement shall constitute a *stipulatio alteri* in favor of any person who is not a Party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

**12. QUARTERLY PERFORMANCE EVALUATIONS**

12.1 The performance of the Service Provider shall be assessed by the employer on a quarterly basis.

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- 12.2 The quarterly performance evaluations shall be done to assess whether the Service Provider is rendering the services as set out in the scope of work and whether the services and/or products are delivered in a manner that is efficient and effective.
- 12.3 The performance assessment shall be done in accordance with the employer's policies and procedures.
- 12.4 The Service Provider shall assist the employer with these assessments in any way reasonably expected and the employer may inform the Service Provider of its results.

**13. PAYMENTS DUE TO THE SERVICE PROVIDER SUBJECT TO A FINDING BY THE AUDITOR GENERAL**

- 13.1 The Employer is a public entity regulated by the PFMA as set in the Preamble of the contract.
- 13.2 Section 51(b)(ii) of the PFMA obliges the Employer as a public entity, to "prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity;"
- 13.3 Section 51(d)(ii) of the PFMA obliges the Employer as a public entity, to "... comply with any tax, levy, duty, pension and audit commitments..."
- 13.4 In the event that there are adverse audit findings by the Auditor General in respect of this contract and an investigation is undertaken by the Employer pursuant to those audit findings, in respect of which there is real apprehension that the contract between the Employer and the Service Provider may be affected, and the investigation is not yet complete, it would present a legal impossibility for the Employer to perform in so far as paying the Service Provider's submitted invoices is concerned.
- 13.5 In this event the Service Provider will utilise clause 14 of this agreement to resolve such a dispute and will not institute any formal legal proceedings against the employer.

**14. DOMICILIUM**

- a) The Employer chooses, as its address for all purposes under this Contract, the following *domicile*:

|                   |   |
|-------------------|---|
| Physical address: | Cnr of South Central Arterial and Battery Bank Road,<br>Alton, Richards Bay, 3900 |
|-------------------|---|

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**MHLATHUZE WATER**  
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|                 |   |
|-----------------|---|
| Postal address: | P/Bag X1047, Richards Bay, 3900               |
| Telephone no.   | 035 902 1037                                  |
| Email address:  | smndaweni@mhlathuze.co.za                     |
| Contact Person: | Mr Sihle Mndaweni<br>Contract Specialist, SCM |

- b) The Service Provider chooses, as its address for all purposes under this Contract, the following *domicile*:

|                   |  |
|-------------------|--|
| Physical address: |  |
| Tel no.           |  |
| Email address:    |  |
| Contact Person:   |  |

**15. COSTS**

Each Party shall bear its own costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Contract.

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