



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

Tender/Contract No.: SSC WC 01 (2026/2027) DLRRD

A Tender for Category 6CE or 6ME OR higher CIDB Registered Contractors

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

(VOLUME 1 OF 2)

Name of Tenderer (Bidding Entity): _____

Provide full name i.e. (CC, Pty Ltd, JV, Sole Proprietor): _____

Name of duly authorised person: _____

Address of Tenderer: _____

Tel. Number: _____

Cell number: _____

Fax number: _____

E-mail : _____

Receipt number: _____

ISSUED BY:

Director: Finance and Supply Chain Management Services
Department Land Reform and Rural Development
Foreshore Place, 4th Floor
2 Riebeeck Street
CAPE TOWN
8000
Tel: 021 409 0300

PREPARED BY:

MNE Oak (Pty) Ltd
22 Andries Pretorius Street
Bellville
7530
Tel: 021 300 3224/082 339 8188



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

**Tender/Contract No.: SSC WC 01 (2026/2027) DLRRD
A Tender for Category 6CE or 6ME or higher CIDB Registered Contractors**

THE TENDER

For the

**THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND
STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE
WESTERN CAPE PROVINCE**

CLOSING DATE: 20 May 2026

CLOSING TIME: 11:00 AM

ISSUED BY:

Director: Finance and Supply Chain Management Services
Department Land Reform and Rural Development
Foreshore Place, 4th Floor
2 Riebeek Street
CAPE TOWN
8000
Tel: 021 409 0300

PREPARED BY:

MNE Oak (Pty) Ltd
22 Andries Pretorius Street
Bellville
7530
Tel: 021 300 3224/082 339 8188

CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

TENDER/CONTRACT NO.: WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

A TENDER FOR CATEGORY 6CE or 6ME OR HIGHER REGISTERED CONTRACTORS

ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE DEPARTMENT THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
EVALUATION FOR MANDATORY CRITERIA		
<p>Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6CE or 6ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 6CE or 6ME or higher class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or 6ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>Tenderers are also requested to indicate their CRS number/s of the registered contractor/s as well as their Joint Venture partner/s (if applicable) in the tender document.</p>		
Attendance of the Compulsory Tender Clarification meeting as stipulated.		
Form of Offer must be fully completed and signed by duly authorised person		
<p>Letter of authorisation to sign the Form of Offer and where required in tender document.</p> <p>In the case of a one-person concern submitting a tender, this shall be clearly stated on the letter head.</p> <p>In the case of a JOINT VENTURE submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.” i.e., the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.</p>		
<p>Letter of good standing from Department of Employment and Labour (COIDA)</p> <p>The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Employment and Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for construction related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for construction projects of the individual members must also be provided.</p>		
Are all addenda issued completed and returned (if applicable)		

Please indicate YES or NO Place a Tick in the appropriate column	YES	NO
<p>Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p> <p>In the event of mistakes having been made on the Form of Offer and/or Bill of Quantities, it must be crossed out in ink at each and every price alteration on the Form of Offer and/or Bill of Quantities and be accompanied by an initial at each and every price alteration.</p> <p>No correction fluid must be used in the tender document and returnable documents. In the event of mistakes having been made, it must be crossed out in ink and be accompanied by an initial of the signatory.</p>		
<p>Have you submitted both volumes (Volume 1 of 2 and Volume 2 of 2) of the bid document</p>		
<p>NON-MANDATORY</p> <p>Compliance of the printed and submitted bid document in line with CIDB prescripts and guidelines.</p> <p>Please see colour coding – CIDB.</p>		
<p>Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid. In bids where consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid tax clearance certificate, SARS Pin, TCS or CSD printout.</p>		
<p>Submission of Central Supplier Database (CSD) Registration printout</p>		



land reform &
rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

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PART T1: TENDERING PROCEDURES

For a proposed
contract between

**Department of Land Reform and Rural
Development
(The Employer)**

and

(The Contractor)

for **DESCRIPTION OF TENDER: THE APPOINTMENT OF A
CONTRACTOR FOR THE CONSTRUCTION OF
A SEWER AND STORMWATER PIPE IN NDULI,
CERES, UNDER WITZENBERG MUNICIPALITY,
IN THE WESTERN CAPE PROVINCE**

Documentation prepared by:

**MNE OAK (PTY) LTD
22 Andries Pretorius Street,
Bellville
7530**

SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER

DESCRIPTION OF TENDER: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

TENDER/CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

INVITATION AND SCOPE OF WORK:

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

It is estimated that the tenderers must have a CIDB contractor grading of **6CE or 6ME** or higher.

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **6CE or 6ME** or higher.

The **80/20** Preference Point system will be applied where a maximum of **Eighty (80)** tender adjudication points will be awarded for price and **Twenty (20)** points will be awarded for preference, in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act No. 5 of 2000 and Preferential Procurement Regulation, 2022.

There will be no physical documents available for collection; all tender documents will be made available for download online.

Department of Land Reform and Rural Development Offices

WESTERN CAPE:

**Department of Land Reform and Rural Development
Foreshore Place, 4th floor
2 Riebeeck Street
Cape Town
8000**

Part T1: Tendering Procedures

A COMPULSORY TENDER CLARIFICATION MEETING will be held on:

Date: 7 May 2026

Time: 11h00

Venue: Witzenberg Local Municipality Offices, Corner of Voortrekker and Lyell Street

GPS Coordinates: **Latitude** **33°22'14.13"S**
 Longitude **19°18'27.48"E**

Please note that a 15-minute grace period will be given to latecomers at the clarification meeting.

Tenderers are encouraged to be in possession of the tender document and be familiar with the contents thereof.

The lowest or any **TENDER WILL NOT NECESSARILY BE ACCEPTED, AND THE DEPARTMENT RESERVES THE RIGHT to accept the tender as a whole or in part.**

The closing date and time for the receipt of completed bid documents is **20 May 2026 at 11h00.**

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the **DIRECTOR: FINANCE AND SUPPLY CHAIN MANAGEMENT SERVICES, DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT** and must be submitted in the tender box situated at:

Tenders can only be submitted in the Tender Box in CAPE TOWN at:

**Department of Land Reform and Rural Development
Foreshore Place, Ground Floor
2 Riebeeck Street
CAPE TOWN
8000**

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

Failure to meet the mandatory requirements required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Should the tenderers not comply with the above instructions their bid proposals will be disregarded and returned unopened to the bidder.

The tender box will be closed on 20 May 2026 **at 11h00**, which is the closing time of the tender. Tenderers should ensure that tenders are delivered timeously to the correct address.

No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.

Part T1: Tendering Procedures

All enquiries regarding this bid must be directed to:

ENQUIRIES – TECHNICAL RELATED:

Department: Land Reform and Rural Development
Mr Mac Nodliwa
Tel: 071 856 0592
E-mail: macntsikeleo.nodliwa@dlrrd.gov.za

Consultant: MNE Oak (Pty) Ltd
Mr Thinus Brink
Tel: 079 976 3901
E-mail: thinus@mne-oak.co.za

ENQUIRIES – SUPPLY CHAIN MANAGEMENT/TENDER RELATED:

Department of Land Reform and Rural Development

Mr Mzubanzi Mntumni
Tel: 079 529 4065
E-mail: Mzubani.Mntumni@dlrrd.gov.za

Bids will be opened in public. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted.

Failure to meet the mandatory requirements required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

TENDER/CONTRACT NO.: WC 01 (2026/2027) DLRRD

CLOSING DATE: 20 MAY 2026 AT 11h00

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

TENDERS RECEIVED LATE AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS – DO NOT RETYPE.

THE TENDER DOCUMENTS MUST BE DEPOSITED IN THE BOX WHICH IS IDENTIFIED AS THE TENDER BOX OF THE:

**DEPARTMENT OF, LAND REFORM AND RURAL DEVELOPMENT
FORESHORE PLACE, GROUND FLOOR
2 RIEBEEK STREET
CAPE TOWN
8000
GROUND FLOOR TENDER BOX**

SUBMITTING OF TENDERS – PLEASE NOTE: TENDERS CAN ONLY BE SUBMITTED IN THE TENDER BOX IN CAPE TOWN.

THE TENDER BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT *IS OPEN DURING OFFICE HOURS. THE TENDER BOX WILL BE CLOSED AT 11H00 ON 20 MAY 2026, WHICH IS THE CLOSING TIME OF THE TENDER.*

TENDERERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SECTION T1.2: TENDER DATA

SECTION T1.2.1: CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender August 2019** as contained in **Section T.1.2.3**.

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 August 2019** to which it mainly applies.

SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.
The additional Conditions of Tender are:

Item	Data
C.1	GENERAL ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER
C.1.1	Actions The Employer is the " <u>Department of Land Reform and Rural Development</u> ". The term "bid" in the context of this standard is synonymous with the term "tender".
C.1.2	Tender Documents This tender document comprises of two volumes. Volume 1 of 2 of the document includes the Tendering Procedures, Returnable Documents, Agreements, Contract Data and Pricing Data. Volume 2 of 2 of the document includes the Scope of Works, Site Information, Health and Safety Specifications, Environmental Specifications, and Drawings.
C.1.3	Interpretation Add the following new clause: "1.3.4" The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.
C.1.4	Communication and Employer's Agent: Company : MNE Oak (Pty) Ltd Contact : Thinus Brink Address : 22 Andries Pretorius Street, Bellville, 7530 Tel No. : 079 976 3901 E-mail : thinus@mne-oak.co.za

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Contractor

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Witness 1

[]
Witness 2

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Employer

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Witness 1

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Witness 2

Item	Data	
C.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.2.1	Eligibility	<p>(i) Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 6CE or 6ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 6CE or 6ME or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or 6ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. <p>(ii) Attendance of the Compulsory Tender Clarification meeting as stipulated.</p> <p>(iii) Form of Offer must be fully completed and signed by duly authorised person</p> <p>(iv) Letter of authorisation to sign the Form of Offer and where required in tender document. In the case of a one-person concern submitting a tender, this shall be clearly stated on the letter head. In the case of a JOINT VENTURE submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e., the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.</p> <p>(v) Letter of good standing from Department of Employment and Labour (COIDA) The Tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Employment and Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for construction related projects. In the event of the Tenderer being a joint venture/consortium, the letter of good standing for construction projects of the individual members must also be provided.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
		<p>(vi) Compliance of the printed and submitted bid document in line with CIDB prescripts and guidelines. Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. In the event of mistakes having been made on the Form of Offer and/or Bill of Quantities, it must be crossed out in ink at each and every price alteration on the Form of Offer and/or Bill of Quantities and be accompanied by an initial at each and every price alteration. No correction fluid must be used in the tender document and returnable documents. In the event of mistakes having been made, it must be crossed out in ink and be accompanied by an initial of the signatory.</p>
C.2.2	Cost of Tendering	<p>Add the following to the clause: “Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent.”</p>
C.2.5	Reference documents	<p>The document “GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS”, SECOND EDITION, 2015, OF THE SOUTH AFRICAN INSTITUTE OF CIVIL ENGINEERING”. This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p><u>The Standardized Specification for Civil Engineering Construction (SANS 1200 – including the SANS 2001 series).</u> This document is available separately from the South African Bureau of Standards and Tenderers shall obtain their own copies.</p> <p><u>The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the latest Construction Regulations.</u> (Government Gazette No 25207 of 18 July 2003, Notice No R1010). This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) and Particular Specification (PW 371-B) which are obtainable from Public Works website www.publicworks.gov.za/consultantguidelines</p> <p>The Standard specifications for Civil Engineering Construction (SANS 10244-2-2003). This document is available separately from the South African Burea of Standards and tenderers shall obtain their own copies.</p>
C.2.7	Clarification meeting:	<p>The arrangements for the compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register.</p>
C.2.8	Seek clarification:	<p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least SEVEN (7) working days before the closing time stated in the foregoing notice and clause 2.15.”</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C.2.9	Insurance:	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the Tender amount including VAT, and Public Liability to be limited to R 15 000 000.00 under the contract.</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
C.2.11	Alterations to documents:	<p>Add the following to the clause:</p> <p>In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the <u>FORM OF OFFER</u> and must be accompanied by an initial.</p> <p>No correction fluid must be used in a BILL OF QUANTITIES where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>All additional documentation must be stapled into the tender document or attached in a separate file.”</p> <p>No correction fluid must be used in the tender document and returnable documents. In the event of mistakes having been made, it must be crossed out in ink and be accompanied by an initial of the signatory.</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
C.2.13	Submitting a tender offer –	
	C.2.13.1	<p>Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works.</p> <p>Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.</p>
	C.2.13.2	<p>Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.</p> <p>Failure to adhere to the aforesaid will result in your bid being regarded as non-responsive.</p>
	C.2.13.3	<p>Submit the parts of the tender offer communicated on paper as an original.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Data
C.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorised signatories liable on behalf of the tenderer.</p> <p>Add the following to the clause: “Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.” i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</p>
C.2.13.5	<p>Seal the tender offer and submit ONLY to the below mentioned address:</p> <p>The Employer’s address for delivery of tender offers: Department of Land Reform and Rural Development Foreshore Place, Ground Floor 2 Riebeek Street Cape Town 8000 Tender Box</p> <p><u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in Cape Town</p>
C.2.13.6	A two-envelope procedure will NOT be followed.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C.2.14	Information and Data to be completed in all respects	<p>Add the following to the clause:</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2.19 (Form S).</p> <p>Accept that the Employer is restricted in accordance with Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
C.2.15	Closing time	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	Tender offer validity:	
	C.2.16.1	<p>The tender offer validity period is <u>90</u> days.</p> <p>Add the following to the clause:</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
C.2.17	Clarification of tender offer after submission	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.18	Provide other material	The Tenderer shall provide, on request by the employer , any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
C.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
C.2.20	Submit securities, bonds and policies	If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item		Data
C.2.23	Certificates	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44 b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2 c) Copy of Partnership Agreement (if tenderer is a Partnership) d) Copy of Identity Document (if tenderer is a One-man concern) e) Copy of Deed of Trust (If a trust is involved). f) Audited Financial Statement – The department reserves the right to request bidders to submit their current audited financial statement/s. <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the Department reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) working days from the date of notification.</p>
ADD THE FOLLOWING NEW CLAUSES:		
C.2.24	Canvassing and obtaining of additional information by tenderers	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>
C.2.25	Awards to close family members of persons in the service of the state	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.6 – Form F must be completed.”</p>
C.2 TENDERER’S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER		
“C2.26	TAX REQUIREMENTS	<p>Bidders must ensure compliance with their tax obligations.</p> <p>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>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>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no tcs is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided.</p> <p>Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days after request by Employer.</p>

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Item		Data
C.2.27	CSD –National Treasury Central Supplier Database (CSD) Registration	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)..
C.2.28	Local Labour	<p>It is a requirement of this contract that work be executed in such a manner so as to maximize the use of at least 80% local unskilled labour intensive construction methods. It is also the intention that this Contract should make the maximum possible use of the local labour force available from within the target community and which is at present unemployed.</p> <p>Local Labour target:</p> <ul style="list-style-type: none"> • 80% target is to be achieved on employment of unskilled local Labour. <p>The contractor must submit monthly Labour reports to the client. Contractors are to adhere to the minimum Labour rates as stipulated by the Department of Labour.</p>

Contractor

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Item	Data																								
C.2.29	<p>Specific Goals</p> <p>Bidders who wish to claim points in terms of the below table must provide proof for each point claimed as guided below:</p> <ol style="list-style-type: none"> Who had no franchise in national elections before the 1983 and 1993 Constitution: Attach certified copy of identity document (ID) <u>and</u> company registration document / CSD report to show/ substantiate percentage ownership equity; Who is female: Attach certified copy of identity document (ID) <u>and</u> company registration document / CSD report to show/ substantiate percentage ownership equity; Who has a disability: Attach doctor's letter confirming the disability; Who is youth: Attach certified copy of identity document (ID) <u>and</u> company registration document / CSD report to show/ substantiate percentage ownership equity; Locality: Promotion of enterprises located in the WESTERN CAPE PROVINCE: Bidders will be required to demonstrate physical presence within the Northern Cape Province by providing one of the following: <ol style="list-style-type: none"> a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or a valid lease agreement from the lessor or a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated. <p>NB: Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.</p> <p>Specific goals for the tender and points claimed are indicated per the table below.</p> <p>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)</p> <table border="1" data-bbox="443 1285 1444 1982"> <thead> <tr> <th data-bbox="443 1285 836 1435">The specific goals allocated points in terms of this tender</th> <th data-bbox="836 1285 986 1435">Number of points allocated (80/20 system)</th> <th data-bbox="986 1285 1177 1435">Percentage ownership equity (To be completed by the tenderer)</th> <th data-bbox="1177 1285 1444 1435">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 1435 836 1563">Who had no franchise in National elections before the 1983 and 1993 Constitution</td> <td data-bbox="836 1435 986 1563">8</td> <td data-bbox="986 1435 1177 1563"></td> <td data-bbox="1177 1435 1444 1563"></td> </tr> <tr> <td data-bbox="443 1563 836 1659">Who is Female</td> <td data-bbox="836 1563 986 1659">5</td> <td data-bbox="986 1563 1177 1659"></td> <td data-bbox="1177 1563 1444 1659"></td> </tr> <tr> <td data-bbox="443 1659 836 1756">Who has a Disability</td> <td data-bbox="836 1659 986 1756">2</td> <td data-bbox="986 1659 1177 1756"></td> <td data-bbox="1177 1659 1444 1756"></td> </tr> <tr> <td data-bbox="443 1756 836 1832">Specific goal: Youth</td> <td data-bbox="836 1756 986 1832">2</td> <td data-bbox="986 1756 1177 1832"></td> <td data-bbox="1177 1756 1444 1832"></td> </tr> <tr> <td data-bbox="443 1832 836 1982">Specific goal: Locality Promotion of enterprises located in Western Cape Province.</td> <td data-bbox="836 1832 986 1982">3</td> <td data-bbox="986 1832 1177 1982"></td> <td data-bbox="1177 1832 1444 1982"></td> </tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Who had no franchise in National elections before the 1983 and 1993 Constitution	8			Who is Female	5			Who has a Disability	2			Specific goal: Youth	2			Specific goal: Locality Promotion of enterprises located in Western Cape Province.	3		
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Data	
C.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
C.3.1	Respond to requests from the Tenderer	
	C.3.1.1.	"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.3.2	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 ten (10) working days before the tender closing time stated in the Tender Data.
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.	A two-envelope procedure will NOT be followed.
	C.3.4.2.	<p>The closing date and time for receipt of tenders is:</p> <p>WEDNESDAY, 20 MAY 2026 at 11h00.</p> <p>Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:</p> <p>DIRECTOR: FINANCE & SUPPLY CHAIN MANAGEMENT SERVICES: DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT.</p> <p>Tenders must be submitted in the tender box situated in CAPE TOWN:</p> <p>Department of Land Reform and Rural Development Foreshore Place, Ground Floor Tender Box 2 Riebeek Street CAPE TOWN 8000</p> <p>Only tenders submitted to this tender box will be opened/ considered.</p> <p><u>SUBMITTING OF TENDERS – PLEASE NOTE:</u> Tenders can only be submitted in the Tender Box in CAPE TOWN.</p>

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Item	Data	
C.3.8	Test for Responsiveness	
	C.3.8.1.	Determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> 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.3.9	Arithmetical errors, omissions and discrepancies	
	C.3.9.1	a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in figures shall govern.
C.3.11	Evaluation of Tender offers:	Tenders will be evaluated in terms of the evaluation criteria stipulated below: <ul style="list-style-type: none"> a) Evaluation in terms of Mandatory criteria; b) Evaluation in terms of Functionality and c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022.

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Item	Data								
	<p>Minimum score for quality</p> <p>In order to be considered in terms of this tender, tenderers must achieve the minimum score for quality as stated below. The description of the quality criteria and the maximum possible score for each is shown in the table below.</p> <p>The score achieved for quality will be the sum of the scores achieved for the individual criteria.</p> <p>The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated below. All service providers who scored less than 60 out of 100 points for functionality/quality will not be considered further.</p> <p>Each of the evaluation criteria will be assessed in terms of five indicators being 0 = No submission/incomplete submission, 1 = Poor, 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.</p> <p>Calculate the points for functionality according to the following formula.</p> <p>$P_s = S_o/M_s \times A_p$ & $F_s = P_s \times W$</p> <p>Where P_s = Percentage scored for functionality by bid under consideration S_o = Total score of bid/proposal (value) under consideration M_s = Maximum possible score = 500 A_p = percentage allocated for functionality = 100 F_s = Functionality points scored for each criterion W = Weight of criterion under consideration</p> <p>Total points by bidder on functionality: $F_s = F_{s1} + F_{s2} + F_{s3}$</p> <p>The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p> <p>Functionality will be scored on those tenders regarded as being responsive.</p> <p>The CRITERIA to be applied in evaluating the proposal are set out in the table below:</p> <table border="1"> <thead> <tr> <th>Criterion</th> <th>Weight</th> <th>Value</th> <th>Comment / Remarks</th> </tr> </thead> <tbody> <tr> <td> <p>RELEVANT EXPERIENCE- Work Carried Out by The Tenderer</p> <p>Successful completion of projects with both works: civil and mechanical/electrical engineering (stormwater/sewer pipeline and sewage screening facility/ package plant) projects similar in nature, scope and value in the last ten (10) years, from a minimum value of R 8 000 000.00.</p> <p>Tenderer to provide appointment letter(s) with corresponding completion certificate(s) (Practical, Works or Final).</p> <p><i>(No score will be awarded for listed projects that are not verified by attached appointment letters and completion certificates (Practical, Works or Final)- (Section T2.2.8, Form H)</i></p> </td> <td style="text-align: center;">35</td> <td></td> <td></td> </tr> </tbody> </table>	Criterion	Weight	Value	Comment / Remarks	<p>RELEVANT EXPERIENCE- Work Carried Out by The Tenderer</p> <p>Successful completion of projects with both works: civil and mechanical/electrical engineering (stormwater/sewer pipeline and sewage screening facility/ package plant) projects similar in nature, scope and value in the last ten (10) years, from a minimum value of R 8 000 000.00.</p> <p>Tenderer to provide appointment letter(s) with corresponding completion certificate(s) (Practical, Works or Final).</p> <p><i>(No score will be awarded for listed projects that are not verified by attached appointment letters and completion certificates (Practical, Works or Final)- (Section T2.2.8, Form H)</i></p>	35		
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C.3.11	Criterion	Weight	Value	Comment / Remarks
	EXPERIENCE OF KEY PERSONNEL- Contracts Manager Contracts Manager with NQF 7 Qualification in the built environment and successful completion of Civil/Mechanical Engineering Projects (stormwater/sewer pipeline and sewage screening facility/ package plant) similar in nature, scope and value in the last ten (10) years, from a minimum value of R8 000 000.00. The curriculum vitae (including applicable project references) and certified copies of qualifications must be attached. <i>(No score will be awarded if curriculum vitae and certified copies of qualifications are not attached -(Section T2.2.10, Form J)</i>	20		
	EXPERIENCE OF KEY PERSONNEL- Site Agent/Site Manager Site Agent / Site Manager with NQF 6 Qualification in the built environment and successful completion of projects with both works: Civil/Mechanical Engineering Projects (stormwater/sewer pipeline and sewage screening facility/ package plant) similar in nature, scope and value in the last ten (10) years, from a minimum value of R6 000 000.00. The curriculum vitae (including applicable project references) and certified copies of qualifications must be attached. <i>(No score will be awarded if curriculum vitae and certified copies of qualifications are not attached -Section T2.2.10, Form J)</i>	30		
	EXPERIENCE OF KEY PERSONNEL- Safety Officer/Safety Manager Safety Officer/Safety Manager with NQF 5 Qualification in Environmental Management or Health & Safety studies and experienced in Occupational Health and Safety. The curriculum vitae (including applicable project references) and certified copies of qualifications must be attached. <i>(No score will be awarded if curriculum vitae and certified copies of qualifications are not attached - Section T2.2.10, Form J)</i>	10		
	Relevant plant and equipment resources (Section T2.2.7, Form G)	5		
	TOTAL	100		
The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated below. All service providers who scored less than 60 out of 100 points for functionality/quality will not be considered further.				

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Witness 2

<p><u>RELEVANT EXPERIENCE OF SIMILAR CIVIL PROJECTS – (35 POINTS)</u></p> <p>Tenderers are required to demonstrate relevant experience and competency by submitting project appointment letters accompanied by the corresponding project completion certificates (Practical, Work, or Final Completion Certificates). Full details of each project must be provided, including reliable and contactable references. Only projects of similar scope, nature, and size, successfully completed within the past ten (10) years will be considered.</p> <p>Tenderers must complete Section T2.2.8 Form H and submit relevant similar projects completed.</p> <p>Relevant projects are defined as projects with both works: civil and mechanical/electrical engineering (stormwater/sewer pipeline and sewage screening facility/ package plant) projects. Each referenced project must have been completed in the last ten (10) years and had a minimum contract value of value of R 8 000 000.00.</p> <p>The Employer reserves the right to verify all submitted projects prior to consideration.</p> <p><u>NB: Bidders are required to attach completion certificates. Failure to submit/attach completion certificates for the projects will result in the bidder not being awarded the points.</u></p>	<p>Tender Rating (score 0 - 5)</p>	<p>Weighting</p>	
<p>No submission / Incomplete Submission (score 0)</p>			<p>The tenderer has not listed any relevant completed projects and/or failed to attach appointment letters and/or completion certificates. (0 Project)</p>
<p>Poor (score 1)</p>			<p>The tenderer has listed one (1) relevant completed project with a corresponding appointment letter and completion certificate, completed within the past ten (10) years, at R 8 million project value. (1 Project)</p>
<p>Average (score 2)</p>			<p>The tenderer has listed two (2) relevant completed projects with corresponding appointment letters and completion certificates, completed within the past ten (10) years, at R 8 million project value. (2 Projects)</p>
<p>Good (score 3)</p>			<p>The tenderer has listed three (3) relevant completed projects with corresponding appointment letters and completion certificates, completed within the past ten (10) years, with an a R 8 million project value.. (3 Projects)</p>
<p>Very Good (score 4)</p>			<p>The tenderer has listed four (4) relevant completed projects with corresponding appointment letters and completion certificates, completed within the past ten (10) years, at R 8 million project value. (4 Projects)</p>
<p>Excellent (score 5)</p>			<p>The tenderer has listed five (5) relevant completed projects with corresponding</p>

Contractor
 Witness 1
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 Witness 1
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		appointment letters and completion certificates, completed within the past ten (10) years, at R 8 million project value. (5 or more Projects)														
<p><u>TENDERERS EXPERIENCE OF KEY PERSONNEL – (60 POINTS)</u></p> <p>Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p><u>1. EXPERIENCE AND QUALIFICATION OF CONTRACTS MANAGER (20 POINTS)</u></p> <p>This criterion covers the general average experience of the proposed Contracts Manager dealing with stormwater/sewer pipeline projects or sewage screening facility/ package plant projects. The candidate must have a minimum of NQF Level 7 or higher with relevant experience within the Built Environment.</p> <p>Tenderers are required to submit curriculum vitae and copies of qualifications for the key personnel proposed to be employed on the project: Provide signed CV (which must be signed by the owner of the CV) of key personnel indicated on Section T2.2.10, form J copies of qualifications, and experience) These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project. This evaluation is based on the following weighting:</p> <table border="1" data-bbox="248 1012 1098 1599"> <tr> <td data-bbox="248 1012 603 1099">No Submission / Incomplete Submission (score 0)</td> <td data-bbox="603 1012 1098 1099">No CV, no/inadequate projects and/or no/inadequate qualification.</td> </tr> <tr> <td data-bbox="248 1099 603 1196">Poor (score 1)</td> <td data-bbox="603 1099 1098 1196">CV attached with 1 similar project completed in the last ten (10) years, at R 8 million project value.</td> </tr> <tr> <td data-bbox="248 1196 603 1292">Average (score 2)</td> <td data-bbox="603 1196 1098 1292">CV attached with 2 similar projects completed in the last ten (10) years, at R 8 million project value.</td> </tr> <tr> <td data-bbox="248 1292 603 1388">Good (score 3)</td> <td data-bbox="603 1292 1098 1388">CV attached with 3 similar projects completed in the last ten (10) years, at R 8 million project value.</td> </tr> <tr> <td data-bbox="248 1388 603 1485">Very Good (score 4)</td> <td data-bbox="603 1388 1098 1485">CV attached with 4 similar projects completed in the last ten (10) years, at R 8 million project value.</td> </tr> <tr> <td data-bbox="248 1485 603 1599">Excellent (score 5)</td> <td data-bbox="603 1485 1098 1599">CV attached with 5 similar projects completed in the last ten (10) years, at R 8 million project value.</td> </tr> </table>					No Submission / Incomplete Submission (score 0)	No CV, no/inadequate projects and/or no/inadequate qualification.	Poor (score 1)	CV attached with 1 similar project completed in the last ten (10) years, at R 8 million project value.	Average (score 2)	CV attached with 2 similar projects completed in the last ten (10) years, at R 8 million project value.	Good (score 3)	CV attached with 3 similar projects completed in the last ten (10) years, at R 8 million project value.	Very Good (score 4)	CV attached with 4 similar projects completed in the last ten (10) years, at R 8 million project value.	Excellent (score 5)	CV attached with 5 similar projects completed in the last ten (10) years, at R 8 million project value.
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<p><u>2. EXPERIENCE AND QUALIFICATION OF SITE MANAGER/ AGENT (30 POINTS)</u></p> <p>Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p>This criterion covers the general average experience of the proposed Site Manager/Agent dealing with projects with both works: Civil/Mechanical stormwater/sewer pipeline projects or sewage screening facility/ package plant projects. The candidate must have a minimum of NQF Level 6 or higher with relevant experience within the</p>																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Built Environment.</p> <p>Tenderers are required to submit curriculum vitae and copies of qualifications for the key personnel proposed to be employed on the project. Provide signed CV (must be signed by the owner of the CV) of key personnel indicated on Section T2.2.10, form J, experience) These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project. This evaluation is based on the following weighting:</p> <p>NB: No score will be awarded to tenderers who fail to attach both the CV (with project list and experience) and a certified copy of the required qualification.</p> <table border="1" data-bbox="252 582 1098 1164"> <tr> <td data-bbox="252 582 603 667">No Submission / Incomplete Submission (score 0)</td> <td data-bbox="603 582 1098 667">No CV, no/inadequate projects and/or no/inadequate qualification.</td> </tr> <tr> <td data-bbox="252 667 603 766">Poor (score 1)</td> <td data-bbox="603 667 1098 766">CV attached with 1 similar project completed in the last ten (10) years, at R 6 million project value.</td> </tr> <tr> <td data-bbox="252 766 603 864">Average (score 2)</td> <td data-bbox="603 766 1098 864">CV attached with 2 similar projects completed in the last ten (10) years, at R 6 million project value.</td> </tr> <tr> <td data-bbox="252 864 603 963">Good (score 3)</td> <td data-bbox="603 864 1098 963">CV attached with 3 similar projects completed in the last ten (10) years, at R 6 million project value.</td> </tr> <tr> <td data-bbox="252 963 603 1061">Very Good (score 4)</td> <td data-bbox="603 963 1098 1061">CV attached with 4 similar projects completed in the last ten (10) years, at R 6 million project value.</td> </tr> <tr> <td data-bbox="252 1061 603 1164">Excellent (score 5)</td> <td data-bbox="603 1061 1098 1164">CV attached with 5 similar projects completed in the last ten (10) years, at R 6 million project value..</td> </tr> </table>	No Submission / Incomplete Submission (score 0)	No CV, no/inadequate projects and/or no/inadequate qualification.	Poor (score 1)	CV attached with 1 similar project completed in the last ten (10) years, at R 6 million project value.	Average (score 2)	CV attached with 2 similar projects completed in the last ten (10) years, at R 6 million project value.	Good (score 3)	CV attached with 3 similar projects completed in the last ten (10) years, at R 6 million project value.	Very Good (score 4)	CV attached with 4 similar projects completed in the last ten (10) years, at R 6 million project value.	Excellent (score 5)	CV attached with 5 similar projects completed in the last ten (10) years, at R 6 million project value..		
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Average (score 2)	CV attached with 2 similar projects completed in the last ten (10) years, at R 6 million project value.														
Good (score 3)	CV attached with 3 similar projects completed in the last ten (10) years, at R 6 million project value.														
Very Good (score 4)	CV attached with 4 similar projects completed in the last ten (10) years, at R 6 million project value.														
Excellent (score 5)	CV attached with 5 similar projects completed in the last ten (10) years, at R 6 million project value..														
	<p><u>3. EXPERIENCE OF SAFETY OFFICER/SAFETY MANAGER (10 POINTS)</u></p> <p>This criterion assesses the overall experience of the proposed Safety Officer/Site Manager in Occupational Health and Safety.</p> <p>Tenderers must complete Section T2.2.10 Form J and submit a detailed curriculum vitae for the proposed key personnel. The CV must include specific information on relevant years' experience in Occupational Health and Safety and proof of an NQF Level 5 qualification in Environmental Management and/or Health and Safety studies. Certified copies of qualifications must be attached. This criterion will be evaluated according to a weighted scoring system.</p> <p>NB: No score will be awarded to tenderers who fail to attach both the CV and a certified copy of the required qualification.</p> <table border="1" data-bbox="252 1684 1098 1966"> <tr> <td data-bbox="252 1684 603 1769">No Submission / Incomplete Submission (score 0)</td> <td data-bbox="603 1684 1098 1769">No CV, no/inadequate projects and/or no/inadequate qualification.</td> </tr> <tr> <td data-bbox="252 1769 603 1868">Poor (score 1)</td> <td data-bbox="603 1769 1098 1868">CV attached with 1 year but less than 2 years of experience as an Occupational Health and Safety Officer/Manager.</td> </tr> <tr> <td data-bbox="252 1868 603 1966">Average (score 2)</td> <td data-bbox="603 1868 1098 1966">CV attached with 2 years but less than 3 years of experience as an Occupational Health and Safety Officer/Manager.</td> </tr> </table>	No Submission / Incomplete Submission (score 0)	No CV, no/inadequate projects and/or no/inadequate qualification.	Poor (score 1)	CV attached with 1 year but less than 2 years of experience as an Occupational Health and Safety Officer/Manager.	Average (score 2)	CV attached with 2 years but less than 3 years of experience as an Occupational Health and Safety Officer/Manager.								
No Submission / Incomplete Submission (score 0)	No CV, no/inadequate projects and/or no/inadequate qualification.														
Poor (score 1)	CV attached with 1 year but less than 2 years of experience as an Occupational Health and Safety Officer/Manager.														
Average (score 2)	CV attached with 2 years but less than 3 years of experience as an Occupational Health and Safety Officer/Manager.														

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	<p>Good (score 3)</p>	<p>CV attached with more than 3 years but less than 5 years of experience as an Occupational Health and Safety Officer/Manager.</p>						
	<p>Very Good (score 4)</p>	<p>CV attached with more than 5 but less than 7 years of experience as an Occupational Health and Safety Officer/Manager.</p>						
	<p>Excellent (score 5)</p>	<p>CV attached with more than 7 years of experience as an Occupational Health and Safety Officer/Manager.</p>						
	<p><u>RELEVANT PLANT AND EQUIPMENT RESOURCES - (5 points)</u></p> <p>Tenderers are required to demonstrate that they have the necessary relevant equipment, facilities and plant to be used during construction and project implementation.</p> <p>Up to a maximum of 5 Points shall be awarded to the tenderers for these criteria.</p> <p>Minimum plant required:</p> <p>Water Truck Tip Truck (minimum 5m³) TLB Hydraulic Breaking Hammer Rock Breaker for Excavator Excavator</p> <p>Plant resources required to complete the project, with proof of ownership and/or proof that such plant or equipment will be hired: list of resources as indicated on section T2.2.7, form G, proof of ownership and/or intend to hire letter with project name. Failure to provide this requirement will result in the tenderer being scored poorly.</p> <table border="1" data-bbox="252 1249 1117 1373"> <tr> <td data-bbox="252 1249 603 1294"> <p>No Submission (Score 0)</p> </td> <td data-bbox="603 1249 1117 1294"> <p>Less than the minimum (0)</p> </td> </tr> <tr> <td data-bbox="252 1294 603 1373"> <p>Excellent (score 5)</p> </td> <td data-bbox="603 1294 1117 1373"> <p>Listed 5 minimum required plant and equipment</p> </td> </tr> </table>		<p>No Submission (Score 0)</p>	<p>Less than the minimum (0)</p>	<p>Excellent (score 5)</p>	<p>Listed 5 minimum required plant and equipment</p>		
<p>No Submission (Score 0)</p>	<p>Less than the minimum (0)</p>							
<p>Excellent (score 5)</p>	<p>Listed 5 minimum required plant and equipment</p>							

c) Evaluation in terms of 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2022.

Apply the **80/20 Preference Point system** where a maximum of **Eighty (80)** tender adjudication points be awarded for price. **Twenty (20)** points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2022. See section **T2.2.2, Form B** for the Preference model.

SPECIFIC GOALS:

Bidders who wish to claim points in terms of the below table must provide proof for each point claimed as guided below:

1. **Who had no franchise in national elections before the 1983 and 1993 Constitution:**
 Attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity;
2. **Who is female:**
 Attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. **Who has a disability:**
 Attach doctor's letter confirming the disability;
4. **Who is youth:**
 Attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity;
5. **Locality: Promotion of enterprises located in the WESTERN CAPE PROVINCE:** Bidders will be required to demonstrate physical presence within the Western Cape Province by providing one of the following:
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

NB: Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

C.3.12	Insurance provided by the Employer	The Employer will not provide for any insurance as it will be provided for by the Contractor.
C.3.13	Acceptance of tender offer:	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2003.
C.3.16	Registration of the Award	An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects .
C.3.17	Provide copies of the contract	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.
ADDITIONAL CONDITIONS OF TENDER		
The additional conditions of Tender are:		

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<p>C.4.1</p>	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Contractor shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> (1) Management Structure, Site Supervision and Responsible Persons including a succession plan. (2) Contractor's induction training programme for Employees, Sub-contractors and Visitors to the Site. (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (4) Regular monitoring procedures to be performed. (5) Regular liaison, consultation and review meetings with all parties. (6) Site security, welfare facilities and first aid. (7) Site rules and fire and emergency procedures.
	<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in Part C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>
<p>C.4.2</p>	<p>Community Liaison Officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C3.4.41: Scope of Work.</p>

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Risk Analysis	<p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none">a) reasonableness of the financial offerb) reasonableness of unit rates and pricesc) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she/it possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regardd) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents. <p>The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C3.13.</p>
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CIDB STANDARD CONDITIONS OF TENDER

SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender (August 2019) as contained in Annex C of the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts

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Annex C

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.

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer’s agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same 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

1. 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

2. C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

3. C.1.6.3 Proposal procedure using the two stage-system

A. C.1.6.3.1 Option 1

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

B. 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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 BBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

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

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.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

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

The activities associated with evaluating tender offers are as follows:

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

4. C.3.11.1 General

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

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

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

PART T2: RETURNABLE DOCUMENTS

SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER.

Clause referred to in Standard Conditions of Tender	Document
C.2.1	<p>Tenderers shall provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners must be filled in below:</p> <p>NB: In cases where a bidder intends to form a Joint Venture, the CRS number/s must be filled in below i.e., the Lead partner and Joint Venture partner/s:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead partner has a contractor grading designation in the 6CE or 6ME or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.</p> <p>All contractors, even tendering in JV, must be registered with CIDB. The lead Partner must have a Category 6CE or 6ME or higher Contractor grading.</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
C.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
C.2.11	<p>The proposal/ offer complies and is in line with CIDB prescripts and guidelines.</p> <p>Correction in terms of price must not be made by means of a correction fluid such as Tippex or similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered.</p> <p>In the event of mistakes having been made on the FORM OF OFFER and/or BILL OF QUANTITIES, it must be crossed out in ink at each and every price alteration on the FORM OF OFFER AND/OR BILL OF QUANTITIES and be</p>

Part T2: Returnable Documents

Section T2.1: List of Returnable Documents

	<p>accompanied by an initial at each and every price alteration.</p> <p>No correction fluid must be used in the tender document and returnable documents. In the event of mistakes having been made, it must be crossed out in ink and be accompanied by an initial of the signatory.</p> <p>The Department will reject the bid if the above conditions are not adhered to.</p>
C.2.13.4	<p>Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or any other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or any other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." i.e. the Joint Venture must submit three Letters of Authority as per the aforesaid Joint Venture requirement.</p> <p>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive.</p>
C.3.8	<p>Form of offer must be fully completed and signed by duly authorized person.</p>
Additional mandatory Document	<p>Letter of good standing from Department of Employment and Labour (COIDA)</p> <p>The tenderer is registered and in good standing with respect to Compensation for Occupational Injuries and Diseases Act (COIDA) with Department of Employment and Labour or with a licensed compensation insurer. The Tenderer must submit the letter of good standing for <u>construction related projects</u>. In the event of the tenderer being a joint venture/consortium, the letter of good standing for <u>construction related projects</u> of the individual members must also be provided.</p>

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SSC WC 01 (2026/2027) DLRRD	CLOSING DATE:	20 MAY 2026	CLOSING TIME:	11:AM
DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT Foreshore Place, Ground Floor 2 Riebeek Street Cape Town 8000					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Mzibanzi Mntumni		CONTACT PERSON	Mr Mac Nodliwa	
TELEPHONE NUMBER	079 529 4065		TELEPHONE NUMBER	071 856 0592	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mzibanzi.mntumni@dlrrd.gov.za		E-MAIL ADDRESS	Macntsikelelo.Nodliwa@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
A. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		B. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

- SECTION T2.2.1: FORM A: SCHEDULE OF PROPOSED SUBCONTRACTORS
- SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)
- SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS
- SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY
- SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER
- SECTION T2.2.6: FORM F: BIDDERS'S DISCLOSURE (SBD 4)
- SECTION T2.2.7: FORM G: SCHEDULE OF PLANT AND EQUIPMENT
- SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER
- SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE
- SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF
- SECTION T2.2.11: FORM K: QUALITY MANAGEMENT SYSTEMS
- SECTION T2.2.12: FORM L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)
- SECTION T2.2.13: FORM M: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN
- SECTION T2.2.14: FORM N: PRELIMINARY PROGRAMME
- SECTION T2.2.15: FORM O: ESTIMATED MONTHLY EXPENDITURE
- SECTION T2.2.16: FORM P: ALTERATIONS BY TENDERER
- SECTION T2.2.17: FORM Q: SUPPLIER MAINTENANCE FORM
- SECTION T2.2.18: FORM R: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION
- SECTION T2.2.19: FORM S: TENDERERS PERFORMANCE EVALUATION FORM
- SECTION T2.2.20: FORM T: COMPULSORY ENTERPRISE QUESTIONNAIRE
- SECTION T2.2.21: FORM U: MECHANICAL AND ELECTRICAL DATASHEETS

Part T2: Returnable Documents
Section T2.2: Returnable Documents

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

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

In Bids where subcontractors are involved each party must submit a separate proof of TCS / PIN / CSD number together with the bid. Where no TCS is available, but the subcontractor is registered on the Central Supplier Database (CSD), a CSD number must be provided.

1. Will any portion of the contract be sub-contracted? Yes / No

2. If yes, indicate:

(i) The name of the proposed sub-contractor, the nature and extent of the work to be sub-contracted and the previous experience with the sub-contractor in the table below.

1.	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
2.			
3.			
4.			

SUB-CONTRACTING

1. Will any portion of the contract be sub-contracted? Yes / No

2. If yes, indicate:

(i) What percentage of the contract will be Sub-contracted?%

(ii) The name/s of the sub-contractor(s)? (1)

(2)

(3)

(4)

(iii) The B-BBEE status level of the sub-contractor(s)?

(iv) Whether the sub-contractor(s) is/are an EME? Yes / No

Signature of person authorised to sign the tender:

Date:

Part T2: Returnable Documents

Section T2.2: Returnable Documents

(iii) What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at least 51% owned by:																	
			Black people		Black people who are youth		Black people who are women		Black people with disabilities		Black people living in rural or under-developed areas or townships		Cooperative owned by black people		Black people who are military veterans		Any EME		Any QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	
			EME		EME		EME		EME		EME		EME		EME		EME		EME	
			QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE		QSE	

Signature of person authorised to sign the tender:

Date:

Part T2: Returnable Documents
Section T2.2: Returnable Documents

SECTION T2.2.2: FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

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

COMPETITIVE BID PROCESS (ABOVE R 1 MILLION UP TO R 50M)

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); and

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

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- 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.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Who has a disability – **attach doctor’s letter confirming the disability**
 - Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
 - Specific goal: **Locality** – Promotion of enterprises located in **Western Cape Province.**
 - (a) a **valid** municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s **or**
 - (b) a valid lease agreement from the lessor **or**
 - (c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

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).

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

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

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will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Who had no franchise in national elections before the 1983 and 1993 Constitution	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality Promotion of enterprises located in Western Cape Province	3		

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

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State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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SECTION T2.2.3: FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.4: FORM D: AUTHORITY OF SIGNATORY – EXAMPLE ONLY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*
has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd.*

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
IN HIS CAPACITY AS: Managing Director
DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:

N.B Joint Venture must submit 3 x Letters of Authority in line with clause C.2.13.4 – Tender Data

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SECTION T2.2.5: FORM E: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.
(Make an X in the appropriate space below)

Company Closed Corporation Partnership
One-man concern Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

2.2 If the tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

2.3 If the tenderer is a Partnership:

List the partners.

2.4 If the tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)

Yes / No Registration nr.:

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.6: FORM F: BIDDER’S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are

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

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suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name

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SECTION T2.2.7: FORM G: SCHEDULE OF PLANT AND EQUIPMENT

NOTE: Tenderers are required to demonstrate that they have the necessary relevant equipment, facilities and plant to be used during construction and project implementation. **Failure to provide this requirement will result in the tenderer being scored poorly for the functionality criteria.**

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

- (a) Details of major equipment that is owned by and immediately available for this contract. **Proof of ownership or lease must be attached.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Proof of lease agreement must be attached or a letter of intent from a hiring company.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.8: FORM H: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall list in the spaces provided below the last six (6) contracts of similar scope, nature and size awarded to him and completed. This information shall be deemed to be material to the award of this tender.

Relevant projects are defined as projects with both works: civil and mechanical/electrical engineering (stormwater/sewer pipeline and sewage screening facility/ package plant) projects. Each referenced project must have been completed in the last ten (10) years and had a minimum contract value of R 8 000 000.00.

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Project Name & Nature Of Work (civil and mechanical/electrical engineering)	Value Of Work	Year completed	PC / handover letters submitted
LIST OF SUCCESSFULLY COMPLETED PROJECTS					

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NB: Bidders are required to attach project/contract appointment letters accompanied by the corresponding project completion certificates (Practical, Work, or Final Completion Certificates). Failure to submit / attach appointment letters and completion certificates for the projects will result in the bidder not being awarded points.

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.9: FORM I: CERTIFICATE OF TENDERER'S VISIT TO THE SITE

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

Representative of (Tenderer)

Of (address).....

.....

.....

Telephone No:

Fax No:

Visited and carefully examined the Site on the day of 20.....

In the company of (Engineer's representative)

Signature (Tenderer's Representative)

Signature (Engineer's Representative)

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<p>SECTION T2.2.10: FORM J: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF</p>

Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.

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CONTRACTS MANAGER

This criterion covers the general average experience of the proposed **Contracts Manager** dealing with stormwater/sewer pipeline projects or sewage screening facility/ package plant projects. The candidate must have a minimum NQF 7 Qualification in the built environment and successful completion of Civil/Mechanical Engineering Projects (stormwater/sewer pipeline and sewage screening facility/ package plant) similar in nature, scope and value in the last ten (10) years, from a minimum value of R 8 000 000.00.

Tenderers are required to submit curriculum vitae and copies of qualifications for the key personnel proposed to be employed on the project: **Provide signed CV (which must be signed by the owner of the CV) of key personnel indicated on Section T2.2.10, form J copies of qualifications, and experience)** These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project.

NB: No score will be awarded to tenderers who fail to attach both the CV (with project list and experience) and a certified copy of the required qualification.

Failure to submit both the required certified qualifications and the CV as specified will result in a score of zero for this evaluation criterion.

Note: Any project with incomplete details will be regarded as non-responsive.

1. Position	Contracts Manager				
Name					
Indicate Qualification					
Indicate Number of Years of Experience					
List of Projects implemented in the position Contracts Manager	Project Name/Description	Value (R)	Start Date	End Date	Reference
Currently Employed by Tenderer (Y/N)					
Signature					

Signature of person authorised to sign the tender:

Date:

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SITE MANAGER/ AGENT

This criterion covers the general average experience of the proposed Site Manager/Agent dealing with stormwater/sewer pipeline projects or sewage screening facility/ package plant projects. The candidate must have a minimum of NQF Level 6 Qualification in the built environment and successful completion of projects with both works: Civil/Mechanical Engineering Projects (stormwater/sewer pipeline and sewage screening facility/ package plant) similar in nature, scope and value in the last ten (10) years, from a minimum value of R6 000 000.00.

Tenderers are required to submit curriculum vitae and copies of qualifications for the key personnel proposed to be employed on the project. Provide signed CV (must be signed by the owner of the CV) of key personnel indicated on Section T2.2.10, form J, experience) These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project.

NB: No score will be awarded to tenderers who fail to attach both the CV (with project list and experience) and a certified copy of the required qualification.

Failure to submit both the required certified qualifications and the CV as specified will result in a score of zero for this evaluation criterion.

Note: Any project with incomplete details will be regarded as non-responsive.

2. Position	Site Agent / Site Manager				
Name					
Indicate Qualification					
Indicate Number of Years of Experience					
List of Projects implemented in the position Site Agent/Site Manager	Project Name/Description	Value (R)	Start Date	End Date	Reference
Currently Employed by Tenderer (Y/N)					
Signature					

Signature of person authorised to sign the tender:

Date:

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SAFETY OFFICER/SAFETY MANAGER

This criterion assesses the overall experience of the proposed Safety Officer/Site Manager in Occupational Health and Safety.

Tenderers must complete Form J and submit a detailed curriculum vitae for the proposed key personnel. The CV must include specific information on relevant years' experience in Occupational Health and Safety and proof of an NQF Level 5 qualification in Environmental Management and/or Health and Safety studies. Certified copies of qualifications must be attached.

NB: No score will be awarded to tenderers who fail to attach both the CV (with project list and experience) and a certified copy of the required qualification.

Failure to submit both the required certified qualifications and the CV as specified will result in a score of zero for this evaluation criterion.

Note: Any project with incomplete details will be regarded as non-responsive.

3. Position	Safety Officer/ Safety Manager				
Name					
Indicate Qualification					
Indicate Number of Years of Experience					
List of Projects implemented in the position Safety Officer/ Safety Manager	Project Name/Description	Value (R)	Start Date	End Date	Reference
Currently Employed by Tenderer (Y/N)					
Signature					

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.11: FORM K: QUALITY MANAGEMENT SYSTEMS

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

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.12: FORM L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

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

2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile).

Yes / No

3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?

Yes / No

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?

Yes / No

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?

Yes / No

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.

Yes / No

7. Does the Contractor have trained first aid employees? If yes, indicate, who.

Yes / No

8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes / No

Signature of person authorised to sign the tender:

Date:

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SECTION T2.2.13: FORM M: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

Alternatively, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

Tenderer/Leading JV Partner

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 1

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

JV Partner 2

Name of Company:

CSD Supplier Number: (Master Registration Number)

Tax Compliance PIN number:

***NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

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SECTION T2.2.14: FORM N: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

Note: The programme must be based on the completion period as specified in the Contract Data.

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SECTION T2.2.17: FORM Q: SUPPLIER MAINTENANCE FORM

BAS PMIS LOGIS WCS CONTRACTOR
CONSULTANT

OFFICE:

The Director General: Department of Rural Development and Land Reform

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	
Trading Name	
Tax Number	
VAT Number	
Title:	
Initials:	
First Name:	
Surname:	
Address Detail	
Payment Address <small>(Compulsory if Supplier)</small>	
Postal Code	<input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other (Specify)
Department Number	<input style="width: 15px; height: 15px;" type="text"/> <input style="width: 15px; height: 15px;" type="text"/>

Part T2: Returnable Documents
Section T2.2: Returnable Documents

SECTION T2.2.18: FORM R: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION

1. Definitions

1.1 Targeted Labour

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

1.2 Target Group

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

1.3 Target Area

For this project, the target area is defined as **Witzenberg local municipality within the Western Cape Province.**

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 80%.

2. Conditions associated with the granting of preferences

The tenderer undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

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

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

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

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

$$P = \frac{0,50 \times (D - D_o) \times N_A}{(100)}$$

Where D = tendered Contract Participation Goal percentage.

D_o = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N_A = Net Amount (Actual contract expenditure, excluding VAT)

Part T2: Returnable Documents
Section T2.2: Returnable Documents

P = Rand value of penalty payable

Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% in compliance with the Employer's Socio-Economic Requirements.

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

Signature:

Name:

Duly authorized to sign on behalf of:

Telephone:

Fax:

5. Supporting Targeted Labour (CPG) calculation

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

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

SIGNED ON BEHALF OF THE TENDERER:

Part T2: Returnable Documents
Section T2.2: Returnable Documents

SECTION T2.2.19: FORM S: TENDERERS PERFORMANCE EVALUATION FORM

PROJECT PERFORMANCE EVALUATION FORM

Project Name of Tenderer: _____

Project name: _____

Project location: _____

Construction period: _____

Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting a score rate of 0 to 5 with 0 being poor rate and 5 being excellent rate in the relevant box below:

	REMARKS BY CONSULTANT/COMPANY LISTED BY THE CONTRACTOR AS REFERANCE
1. Project performance/ time management/ programming	
2. Quality of Workmanship	
3. Resources Personnel	
4. Resources Plant	
5. Financial management/ payment of subcontractors/ cash flows etc	

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

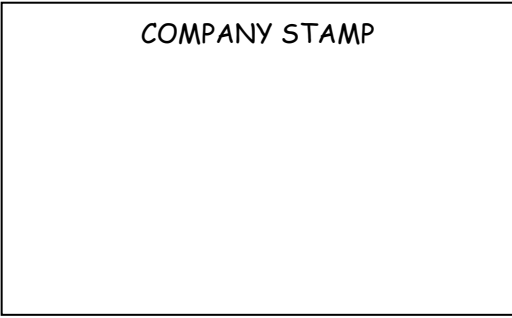
Telephone: _____

Cellphone: _____

Fax: _____ E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2015

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points

SECTION T2.2.20: FORM T: COMPULSARY ENTERPRISE QUESTIONARE

COMPULSARY ENTERPRISE QUESTIONARE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

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

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

Name Position

SECTION 2.2.21: FORM U: MECHANICAL AND ELECTRICAL DATA SHEETS

ALL DATA SHEETS TO BE COMPLETED WITH SUBMISSION

PART A – MECHANICAL

A. FRONT RAKE MECHANICAL BAR SCREEN

- 1. Name of manufacturer
- 2. Model number
- 3. Screen width
- 4. Screen height
- 5. Screen material
- 6. Delivery Period and Installation Period

B. WASHER / COMPACTOR

- 1. Name of manufacturer
- 2. Model number
- 3. Washer / Compactor capacity
- 4. Unit size.....
- 5. Unit material
- 6. Delivery Period and Installation Period

C. GRIT REMOVAL EQUIPMENT – PADDLE SYSTEM

- 1. Name of manufacturer
- 2. Model number
- 3. Paddle material
- 4. Delivery Period and Installation Period

D. GRIT REMOVAL EQUIPMENT – GRIT REMOVAL PUMPING EQUIPMENT

- 1. Name of pump manufacturer
- 2. Model number
- 3. Pump duty.....
- 4. Impeller material.....
- 5. Motor sizing:
- 6. Pipework:
 - 6.1. Size
 - 6.2. Material
 - 6.3. Coating.....
 - 6.4. Flange rating
 - 6.5. Supports material
- 7. Valves – shut-off:
 - 7.1. Name of Manufacturer
 - 7.2. Model number
 - 7.3. Type of valve.....
 - 7.4. Size
 - 7.5. Material
 - 7.6. Coating.....
 - 7.7. Flange rating
- 8. Valves – Non-return:
 - 8.1. Name of Manufacturer
 - 8.2. Model number
 - 8.3. Type of valve.....
 - 8.4. Size
 - 8.5. Material
 - 8.6. Coating.....

- 8.7. Flange rating
- 9. Delivery Period and Installation Period

E. GRIT CLASSIFIER

- 1. Name of manufacturer
- 2. Model number
- 3. Classifier capacity
- 4. Unit size.....
- 5. Unit material
- 6. Delivery Period and Installation Period

PART B – ELECTRICAL, CONTROL AND INSTRUMENTATION

1. MEDIUM VOLTAGE – N/A

2. LOW VOLTAGE

1. Motor Control Centres (MCCs)

1.1. MCC dimensions (l x w x h), height to include stand height

1.1.1. Inlet Works MCC:

1.1.2. Electric Fencing Kiosk:

1.1.3. Distribution Kiosk:

1.2. Will MCCs be in compliance to 1973-3 ($\leq 10\text{kA}$)? YES / NO

1.3. State method of compliance.....

1.4. Name of steelwork/busbar manufacturer.....

1.5. Name of populator

1.6. If different entities in 1.4 and 1.5, confirm that all work carried out by 1.5 will comply strictly with the required SANS and OHS Act requirements

(Note: this is a statement of legal compliance) YES / NO

2. Instrumentation

2.1. Ultrasonic Differential Level Sensor

2.1.1. Manufacturer.....

2.1.2. Place of manufacture.....

2.1.3. Sensor model

2.1.4. Number of sensors offered.....

2.1.5. Controller model.....

2.1.6. Accuracy.....

- 2.2. Torque Limit Switches
 - 2.2.1. Manufacturer.....
 - 2.2.2. Place of manufacture.....
 - 2.2.3. Model number description and Voltage.....
 - 2.2.4. IP Rating
- 2.3. Solenoid Valves
 - 2.3.1. Manufacturer
 - 2.3.2. Place of manufacture
 - 2.3.3. Model number description and Voltage
 - 2.3.4. IP Rating
- 3. Cables
 - 3.1. Manufacturer
 - 3.2. Type

Signature

Date

PART C1: AGREEMENT AND CONTRACT DATA

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

TENDER/CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

**THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION
OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER
WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE**

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AGREEMENTS AND CONTRACT DATA

INDEX

<i>Section</i>	<i>Description</i>	<i>Page No</i>
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C1.2	CONTRACT DATA.....	C1.2.1
C1.3	FORM OF GUARANTEE.....	C1.3.1
C1.4	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	C1.4.1

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

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

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C1.1 FORM OF OFFER AND ACCEPTANCE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
 (AGREEMENT)**

Offer

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

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE.

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

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

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

Rand (in words).

R (in figures),

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.)

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

Signature(s) of duly authorised person			
Name(s)			
Capacity			
For the tenderer Name of Tenderer			
Address of tenderer			
Name and signature of witness		Date	

<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.1

Signature(s)			
Name(s)			
Capacity			
For the Employer			
	(Name and address of employer)		
Name and signature of witness		Date	

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

SCHEDULE OF DEVIATIONS

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMEN

TENDER/CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

C1.2 CONTRACT DATA

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The conditions of contract are the General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, tel 011 805 5947.

The General Conditions of Contract make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Where applicable, items of data given here below are cross-referenced to the sub clause in the General Conditions of Contract to which they apply.

2. AMPLIFICATIONS OF THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses amplify the General Conditions of Contract and highlight areas in this document that require specific attention.

2.2 Data Provided by the Employer

2.2.1 Defects Liability Period (CL 1.1.1.13)

The Defects Liability Period is **52 calendar weeks** calculated from the date of the Certificate of Completion.

2.2.2 Due Completion Date (CL1.1.1.14)

This clause shall apply *mutatis mutandis* to any portion or phase of the Works that may be described in the scope of Works or in the Contract Data or agreed subsequently between the Contractor and the Employer, and committed to writing.

The time for achieving Practical Completion is **32 weeks** calculated from the Commencement Date, excluding special non-working days.

2.2.3 Employer (CL 1.1.1.15)

The Employer is: **“Department of Land Reform and Rural Development”**

2.2.5 Delivery of Notices to the Employer (CL1.2.1.2)

The Employer’s address for receipt of communications is:

Postal: Private Bax X9159, Cape Town, 8001

Physical: 2 Riebeek Street, Cape Town, Cape Town, 8000

Telephone: (021) 409 0300

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

2.2.6 Employer’s Agent (CL. 1.1.1.16)

‘Employer’s Agent’ means any person with specialized engineering skills who is appointed by the Employer

2.2.7 Delivery of Notice to Employer’s Agent (CL 1.2.1.2)

See clause 2.2.5

2.2.4 Pricing Strategy (CL 1.1.1.26)

The pricing strategy is the **Re-measurement Contract**.

2.2.8 Subcontracting (CL 4.4)

Delete the contents of Clause 4.4.1 and insert:

“The Contractor shall not subcontract more than 30 percent of the value of the Contract.”

2.2.9 Prohibition of removal of Construction Equipment (CL 4.9.1)

Add the following sub-clause 4.9.2 to Clause 4.9:

“The Contractor shall deliver to the Employer’s Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.”

2.2.10 Information in respect of Employees (CL 4.10.2)

Add the following to sub-clause 4.10.2:

“The Contractor shall deliver to the Employer’s Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.”

2.1.11 Contractor’s Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

“Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Construction Manager shall be on Site at all times when work is being performed.

The person as approved of by the Employer’s Agent in writing shall not be replaced or removed from Site without the written approval of the Employer’s Agent.”

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

2.2.12 Documentation required before Commencement with Works Execution (CL 5.3.1)

The documentation required before commencement with Works execution is:

- a) Health and Safety Plan (refer to CL 4.3)
- b) Initial Programme (Refer to CL 5.6)
- c) Security (Refer to CL 6.2.1 and CL 6.2.3)
- d) Insurance (Refer to CL 8.6)
- e) Form U (Mechanical and Electrical Datasheets)

2.2.13 Time to Submit the Documentation (CL 5.3.2)

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

2.2.14 Access Not Exclusive (CL 5.4.2)

Where access and possession of the Site is not exclusive to the Contractor as other construction activities might be executed concurrently by independent Contractors or bodies under separate Contracts entered into with the Employer, this Clause shall apply.

The Contractor shall ensure that neither his operations nor his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of Works (whether completed or not), or completed portions of Works, to these Contractors when required by the Employer. The Contractor shall cause no interference with or delays in the execution of these Contracts.

No discount or commission for the Contractor is allowed on these contracts and it will be assumed that he has fully allowed in the Contract Price for the presence of these contractors on Site. Any service rendered or assistance given by the Contractor to these contractors save as are contained in the Works Specifications, shall be for their accounts only and the Employer shall in no way be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all existing services and all work being carried out and structures being erected on the Site by other contractors. Any damage caused to these services or structures or any obstructions or hindrance caused to other contractors by the Contractor and claims arising there from will be the sole responsibility of the Contractor.

Any repair work shall be carried out at the Contractor’s expense, in conformity with the Works Specifications.

The same obligations shall be imposed on the Employer and on other Contractors in respect of the Works being executed under this Contract.

2.2.15 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“Failure on the part of the Contractor to deliver to the Employer’s Agent, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

within the period stated in the Contract Data, shall be sufficient cause for the Employer’s Agent to retain 25 percent of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

2.2.16 Non-working Days (CL 5.8.1)

- a) The non-working days are Sundays.
- b) The special non-working days are statutory public holidays and the year-end break commencing on 10 December 2023 and ending on 10 January 2024.

2.1.17 Contractor’s Designs and Drawings (CL 5.9.7)

Add to Clause 5.9.7 the following:

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer’s Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.

2.2.18 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2:

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula :

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records

Rw = Actual recorded rainfall for the calendar month

Rn = Average rainfall for the calendar month, as derived from existing rainfall records

x = 20

Average number of days per year with rainfall exceeding:

Y = 10mm

X = 15mm

The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(Rw - Rn)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn."

2.2.19 Penalty for Delay (CL 5.13.1)

The penalty for failing to complete the Works is: R 6 900.00 of the offered total of prices excluding VAT per calendar day.

2.2.20 Latent Defect Period (Cl 5.16.3)

The latent defect period is **5 years**.

2.2.21 Delivery of Security (CL 6.2.1)

The type of security required for the due performance of the Contract shall be restricted to one

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of the following:

Performance Guarantee of **10 (ten) percent of the Contract Sum**, issued by a Commercial Bank registered in the Republic of South Africa,

or

Performance Guarantee of 10 (Ten) percent of the Contract Sum, issued by an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998).

Whenever a Joint Venture constitutes the contracting party (Contractor) to this Contract, the Performance Guarantee shall be issued on behalf of the Joint Venture.

2.2.22 Contractor Failing to Select or Provide Security (CL 6.2.2)

Delete the entire contents of Clause 6.2.2 and replace with:

“Failure to deliver an acceptable security as selected in the Contract Data within the stipulated period is a fundamental breach of Contract”.

2.2.23 Variations (CL 6.3)

Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.

Add the following to the existing clause

Any Contract Variations must be approved by the Department in line with the Departmental Approved Supply Chain Management Delegation of Authority.

Contingencies: Contingencies are under the sole control of the Department and upon approval in line with the Departmental Approved Supply Chain Management Delegation of Authority.

2.2.24 Dayworks (CL 6.5.1.2.3)

The percentage allowance to cover overhead charges is **15 (fifteen) percent**.

2.2.25 Contract Price Adjustment (CL 6.8.2)

CPA not allowed.

2.2.26 Variation in Cost of Special Materials (CL 6.8.3)

Price adjustments for variations in the costs of special materials **are not permitted**.

2.2.27 Interim Payments (CL 6.10)

Add to the end of Clause 6.10.1 the following paragraph:

“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause 6.10.1.8, these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.

Add to the end of Clause 6.10.2 the following paragraph:

“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”

2.2.28 Percentage Limit on Plant and Materials (CL 6.10.1.5)

The percentage limit on Plant and Materials not yet built into the Permanent Works is **80 (eighty) percent**.

2.2.29 Retention Money (CL 6.10.3)

The percentage retention on amounts due to the Contractor is **10 (ten) percent**.

The limit of retention money is **5 (FIVE) percent** of the Contract Sum.

Add the following sub-clause 6.10.3.1:

A Retention Money Guarantee is **not permitted**.

2.2.30 Insurances (CL 8.6)

Delete sub-clause 8.6.7) and substitute with:

“Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2.”

2.2.31 Special Risks Insurance (CL 8.6.1.2)

A Coupon Policy for Special Risks is **required**.

2.2.32 Liability Insurance (CL 8.6.1.3)

The limit of indemnity for liability insurance required is **R15 000 000.00**.

2.2.33 Insurance of Materials Supplied by the Employer (CL 8.6.1.1.2)

The insurance amount to cover the value of Plant and Materials, supplied by the Employer for incorporation in the Works and not included in the Contract Sum, is **NIL**.

2.2.34 Insurance to Cover Professional Fees (CL 8.6.1.1.3)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The insurance amount to cover professional fees, not included in the Contract Sum, payable in respect of the repair or reinstatement of damage to the Works, is **NIL**.

2.2.35 Cancellation of the Contract (CL9)

Insert the following new clause 9.1.7.

“The Employer shall be entitled to cancel the Contract, at any time for the Employer’s convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee.

The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause”.

2.2.36 Dispute Resolution (CL 10.5.2)

Dispute resolution shall be referred to **ad-hoc adjudication**.

2.2.37 Disagreement with ad-hoc Adjudicator’s Decision (CL 10.6.1)

Should either of the contracting parties disagree with any decision of the ad-hoc adjudicator, such matter shall be referred to litigation for **court judgement**.

2.2.38 Claims Procedure (Clause 10.1)

In sub-clause 10.1.1.1 omit the words, “within 28 days” and replace with the words “as soon as possible but no later than 7 days”.

In sub-clause 10.1.1.2, 10.1.1.2.1, 10.1.1.3, 10.1.2 and 10.1.4 omit the words “28 days” and replace with the words “7 days”.

3. DATA PROVIDED BY THE CONTRACTOR

3.1 Contractor (CL 1.1.1.9)

The legal name of the Contractor is _____

3.2 Delivery of Notices to the Contractor (CL 1.2.1.2)

The Contractor’s address for receipt of communication is:

Postal: _____

Telephone: _____

Facsimile: _____

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

E-mail: _____

Important Note

Paragraphs 3.3.1 and 3.3.2 hereabove to be duly completed by the **Tenderer before submitting the tender.**

4. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Form of Offer and Acceptance.
- b) Amplifications of the General Conditions of Contract within the Contract Data.
- c) Additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) The General Conditions of Contract.
- e) The Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Employer’s Agent shall issue any necessary clarification or instruction.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

TENDER/CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

C1.3 FORM OF GUARANTEE

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3 Construction Guarantee (Pro-Forma)

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT**

Contractor means

Agent means
(Compiler to insert name of agent)

Works means
(Compiler to provide reference number and title of contract)

Site means
(Compiler to enter site as described in the Contract Data)

Agreement means the form of offer and acceptance included in section 1.1 of this contract document.

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words
(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2** The Guarantor hereby acknowledges that:
- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's Signatory 1 Guarantor's Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp



LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

The Tenderer should submit a letter from the bank or a FAIS registered or NCR-registered financial institution with whom he/she has made the necessary arrangements, to the effect that the said institution will be prepared to provide the required performance guarantee.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

TENDER/CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Department of Land Reform and Rural Development.

This agreement is between:

THE CONTRACTOR:

Herein represented by

In his capacity as Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

And the

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
(Hereinafter referred to as "the Department")**

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".
- 1.4 **DEPARTMENT** Means the Department of Land Reform and Rural Development .
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Department.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Department and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Department against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Department and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Department within the jurisdictional area of the Department and on any premises which are owned, rented or developed by the Department.
- 2.3 The Department acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Department" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
 - 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
 - 3.1.2 The Health Act 63 of 1977.
 - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
 - 3.1.4 Environment Conservation Act 73 of 1989.
 - 3.1.5 The National Water Act 36 of 1998.
 - 3.1.6 The Criminal Procedure Act 51 of 1977.
 - 3.1.7 The Explosives Act 26 of 1956.
 - 3.1.8 The Arms and Ammunition Act 75 of 1969.
 - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
 - 3.1.10 The Labor Relations Act 66 of 1995.
 - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
 - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
 - 3.1.13 Standards Act 29 of 1993.
 - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
 - 3.1.15 Any other health and safety standard prescribed by the "Department".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Department" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Department" against any loss in respect of all claims, proceedings,

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

- 3.4 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Department" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Department" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Department's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Department" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Department".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
 - i) An agreement was concluded with the "Department".
 - ii) Approval has been obtained from the "Department" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

applied for, is in operation.

- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7. MACHINE VALANCES, PROTECTION AN FENDING

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Department" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Department" may be used without written permission from "Department".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "Department" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Department" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Department" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "Department" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Department" for approval.
- 9.5 Written permission must be obtained from "Department" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
 - (ii) St Johns Ambulance;
 - (iii) SA First Aid League; or
 - (iv) A person or organization approved by the Chief inspector for this purpose.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Department's" Ambulance / Fire Department or emergency services may be contacted at

11. FLAMMABLE LIQUIDS

11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Department's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Department" shall not be tolerated. The "Department" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Department" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to The "Department" shall further be provided with a written report relating to any incident.

14.2 The "Department" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to "Department" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the representative of the beneficiaries and /or nominated official regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

16.1 Should any work done by the "Contractor" cause a possible interruption such as water, The Contractor must notify the beneficiaries before such work commences.

17. CONFIDENTIALITY

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Department".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Department", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Department", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Department" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Department" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"
 - 22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
 - 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Department" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 22.1.3 shall indemnify the “Department” against any or all liability which may be incurred by the “Department” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Department” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Department” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Department” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Department”, upon demand, all costs and expenses incurred by “Department”, in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Department” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. “CONTRACTOR” IDENTIFICATION BOARD

- 23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

Company name
On behalf of which division/department the work is being done
The contact number and name of the person representing the “Contractor”
The contact number and name of the person representing “Department”

24. ACKNOWLEDGEMENT

- 24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

26. **REMARKS**

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

1.
2.

THE DEPARTMENT

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE DEPARTMENT

1.
2.

INDEMNITY CERTIFICATE

Contractor : _____
Employer : Department of Land Reform and Rural Development
Contract : _____

I/we _____ Hereafter the "Contractor"

"Contractor" hereby indemnifies the Department against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Department", as well as of any loss or damage which the "Department" suffers or expenditure the "Department" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Department" suffers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Tender/Contract No.: SSC WC 01 (2026/2027) DLRRD
Part C1: Agreements and Contract Data
Section C1.4 Occupational Health and Safety Agreement

THUS done and signed at on this day of..... 20....

WITNESSES:

1.

.....
CONTRACTOR

2.

.....
DEPARTMENT

R 2 REVENUE STAMP

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

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt
Of a copy of the Department's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ON 20...

I, accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

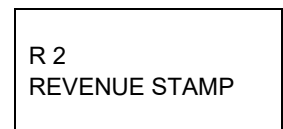
CASUALTIES REGISTRATION NUMBER

SIGNED AT ON 20....

SIGNATURE:

WITNESSES: 1.
2.

A copy of this certificate shall be submitted to the "Department" before any work commences.



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 01 (2026/20267) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

PORTION 2: CONTRACT

PART C2 PART 1: PRICING DATA - CIVIL

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PRICING DATA

INDEX

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

C2.1 PRICING INSTRUCTIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 2.1 PRICING INSTRUCTIONS

GENERAL

This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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

Where applicable the:

- a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardised Specifications for Civil Engineering Works;
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the Association of South African Quantity Surveyors, (July 2005); and
 - c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the Association of South African Quantity Surveyors, (July 2005).
2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
 3. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, *General*.
 4. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
 5. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 (twenty-eight) days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
 6. Wherever a trade name for any product has been described in these Bills of Quantities, any product of an equivalent standard may be used subject to approval of the Principal Agent. Wherever trade names are used for proprietary materials, the words **or other approved** must be added. Therefore, reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements and products or articles of an equivalent standard may be substituted. Should approval be obtained for departure from the specified trade name during construction, adjustments to the applicable rates shall be made as necessary.

The Contractor shall take delivery of, handle, store, use, apply and/or fix in position all proprietary branded products in strict accordance with the instructions of the Manufacturers after consultation with their respective authorised representatives.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract: SSC WC 01 (2026/2027) DLRRD
Part C2 Part 1: Pricing Data - Civil
Section C2.1: Pricing Instructions

7. Where any item is not relevant to this specific contract, such item is marked **N/A** (signifying “not applicable”).
8. The CONTRACT DATA and the standard FORM OF CONTRACT referenced therein must be studied for the full extent and meaning of each and every clause set out in SECTION 1: PRELIMINARIES of the Bills of Quantities.
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s own risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in par 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely **Fixed (F)**
 - b) an amount which is to be varied in proportion to the contract value, namely **Value Related (V)**; and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely **Time Related (T)**.
13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in par 12. apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is **Fixed**
 - b) 15 percent is **Value Related**
 - c) 75 percent is **Time Related**
14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
15. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
17. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 01 (2026/2027) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

C2.2 PROVISIONAL BILLS OF QUANTITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 2.2 PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK.**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A1	SABS1200 A	GENERAL as specified in SABS 1200 A and in the project specifications				
	8.3	FIXED CHARGES AND VALUE RELATED ITEMS				
A1.1	PSA 8.3.1	Fixed preliminary and general charges	Sum	1		
A1.2	PSA 8.3.2	Value related preliminary and general charges	Sum	1		
	PSA 8.3.5	Cost of survey in terms of Land Survey Act: (Not for setting out of the Works)				
A1.3		Locate, record, protect and reinstate pegs	Sum	1		
	PSA 8.4	SCHEDULED TIME RELATED ITEMS				
	PSA8.4.1	Time related preliminary and general charges :				
A1.4	PSA 8.4.1.1	The contract period during the normal industry working period (outside public holidays and the industry shutdown period during December and January)	Sum	1		
A1.5	PSA 8.4.1.2	Public Holidays	No	8		
A1.6	PSA 8.4.1.3	SAFCEC recommended shutdown period during December and January	Sum	1		
	PSA 8.6	PRIME COST SUMS				
		(1) Communication allowances:				
A1.6 (a)	8.4.2.1	Project Nameboard	No	2		
A1.7		(a) The cost of calls in connection with contract administration and telephone and cellular telephone rental for the Employers Agent.	PCSum	1	12 000.00	12 000.00
A1.8		(b) Charge required by Contractor on sub-item (a) above	x100%	12 000		
		(2) Additional testing of materials required by Employers Agent:				
A1.9		(a) Cost of testing	PCSum	1	50 000.00	50 000.00
A1.10		(b) Charge required by Contractor on sub-item (a) above	x100%	50 000		
		(3) As built surveys: (This item is not compensation for the Contractor's obligation and responsibility to provide as built information under Clause C3.4.12.2)				
A1.11		(a) Cost of as built surveys	PCSum	1	40 000.00	40 000.00
A1.12		(b) Charge required by Contractor on sub-item (a) above	x100%	40 000		
	PSA 8.6.1	(4) Community Liaison Officer (CLO)				
A1.13		(a) Cost of CLO	PCSum	1	30 000.00	30 000.00
A1.14		(b) Charge required by Contractor on sub-item (a) above	x100%	30 000		
TOTAL CARRIED FORWARD						

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	PSA 8.7	DAYWORK				
	8.7.1	Dayworks:				
		(a) Vehicles, plant and equipment:				
		(1) Hydraulic excavator with bucket at least 500 mm wide				
A1.15		(i) 20 Ton (> 115kW @ 1800 rpm)	h	10		
A1.16		(ii) 25 Ton (> 130 kW @ 2000 rpm)	h	10		
A1.17		(ii) 30 Ton (>145 kW @ 1800 rpm)	h	10		
A1.18		(2) Loader Backhoe	h	5		
A1.19		(3) Dumper (> 10m³ capacity)	h	5		
A1.20		(4) Motor Grader (Up to 110 kW)	h	10		
A1.21		(5) Vibrating roller more than 80 kW and 12ton mass	h	5		
A1.22		(6) Walk behind vibrating roller of 1ton mass	h	5		
A1.23		(7) Vibrating plate compactor with minimum capacity of 2 kW	h	10		
A1.24		(8) Tractor (30 kW) and Traler	h	10		
A1.25		(9) Tipper truck, more than 5m³ capacity	h	5		
A1.26		(10) Flat bed truck equipped with hydraulic crane of more than 2 ton capacity	h	5		
TOTAL CARRIED FORWARD						

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		(11) Water trucks:				
A1.27		(i) 12 kℓ capacity	h	10		
A1.28		(i) 9 kℓ capacity	h	10		
		(12) Compressors:				
A1.29		(i) Up to 10m ³ /minute	h	5		
		(13) Concrete mixer:				
A1.30		(ii) Over 400 l capacity	h	50		
		(14) Water pump:				
A1.31		(i) 200 ℓ/min capacity @10m head	h	50		
A1.32		(ii) 600 ℓ/minute capacity @ 10m head	h	50		
A1.33		(iii) 1200 ℓ/minute capacity @10m head)	h	50		
		Labour:				
		(a) Labour:				
A1.34		(1) Labourer	h	50		
A1.35		(2) Semi-skilled labourer	h	50		
A1.36		(3) Skilled labourer	h	50		
A1.37		(4) Artisan	h	20		
A1.38		(5) Team Leader	h	10		
A1.39		(6) Foreman	h	10		
A1.40		(7) Surveyor	h	10		
A1.41		(8) Security Guard	h	10		
	PSA 8.8	TEMPORARY WORKS				
A1.42	PSA 8.8.2	Accommodation of traffic according to detail drawing No. P1174-L09 for the duration of the contract at all necessary road closures	Sum	1		
TOTAL CARRIED FORWARD						

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
	PSA 8.8.4	Location and protection of existing services:				
	PSA 8.8.4.1	Provision of detecting devices for:				
A1.43		(a) Water and sewer pipes	Sum	1		
A1.44		(b) Electrical and other cables	Sum	1		
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services in all materials:				
A1.45		(a) In roadways	m ³	70		
A1.46		(b) In all other areas	m ³	30		
	PSA 8.8.7	Dealing with water:				
A1.47		(a) Dealing with subsurface water	Sum	1		
A1.48		(b) Dealing with surface water	Sum	1		
	PSA 8.8.8	Temporary fence minimum 1,2 m high				
A1.49		(a) 1,2 m high	m	500		
A1.50	PSA 8.8.9	Dismantle and re-erect temporary 1,2 m high fence	m	300		
A1.51	PSA 8.8.10	Dust control	Sum	1		
	PSA 8.9	STANDING TIME COST				
		(a) Labour:				
A1.52		(1) Unskilled labourer	Day	15		
A1.53		(2) Semi-skilled labourer	Day	15		
A1.54		(3) Skilled labourer	Day	15		
A1.55		(4) Artisan	Day	15		
A1.56		(5) Team Leader	Day	15		
A1.57		(6) Foreman	Day	15		
A1.58		(7) Surveyor	Day	15		
A1.59		(8) Security Guard	Day	15		
TOTAL CARRIED FORWARD						

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		(b) Vehicles, plant and equipment:				
		(1) Hydraulic excavator with bucket at least 500 mm wide				
A1.60		(i) 20 Ton (> 115kW @ 1800 rpm)	Day	15		
A1.61		(ii) 25 Ton (> 130 kW @ 2000 rpm)	Day	15		
A1.62		(ii) 30 Ton (>145 kW @ 1800 rpm)	Day	15		
A1.63		(2) Loader Backhoe	Day	15		
A1.64		(3) Dumper (> 10m³ capacity)	Day	15		
A1.65		(4) Motor Grader (Up to 110 kW)	Day	15		
A1.66		(5) Vibrating roller more than 80 kW and 12ton mass	Day	15		
A1.67		(6) Walk behind vibrating roller of 1ton mass	Day	15		
A1.68		(7) Vibrating plate compactor with minimum capacity of 2 kW	Day	15		
A1.69		(8) Pneumatic tyred roller (double axle) of more than 9ton mass	Day	15		
A1.70		(9) Self-propelled asphalt paver (6.0m paving width)	Day	15		
A1.71		(10) Tractor (30 kW) and Traler	Day	15		
A1.72		(11) Tipper truck, more than 5m³ capacity	Day	15		
A1.73		(12) Flat bed truck equipped with hydraulic crane of more than 2 ton capacity	Day	15		
		(13) Water trucks:				
A1.74		(i) 12 kℓ capacity	Day	15		
A1.75		(i) 9 kℓ capacity	Day	15		
		(14) Compressors:				
A1.76		(i) Up to 10m³/minute	Day	15		
		(15) Concrete mixer:				
A1.77		(ii) Over 400 l capacity	Day	15		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A1 (GENERAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		(16) Water pump:				
A1.78		(i) 200 l/min capacity @10m head	Day	15		
A1.79		(ii) 600 l/minute capacity @ 10m head	Day	15		
A1.80		(iii) 1200 l/minute capacity @10m head)	Day	15		
A1.81	PSA 8.12	Compliance with the Occupational Health and Safety Act (Act No 85 of 1993) and Construction Regulations and specifications included in the Particular Specification	Sum	1		
A1.82	PSA 8.13	Compliance with the Environmental Management Plan and requirements included in the Particular Specification	Sum	1		
A1.83	PSA 8.19	Liaison with residents and the local authority	Sum	1		
A1.84	PSA 8.20	Record of test results and related administration	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A2 (SITE CLEARANCE SEWER)

SECTION 1200 C : SITE CLEARANCE

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A2	SABS1200 C	SECTION : SITE CLEARANCE				
		CLEAR SITE				
	PSC 8.2.1	Clear and grub:				
		Pipeline routes				
A2.1		3m wide	m ²	1 950		
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
A2.2		Over 1,0 m up to and including 2,0 m	No	2		
A2.3		Over 2,0 m up to and including 3,0 m	No	2		
A2.4	8.2.5	Take down existing fences up to 1,8m high and re-erect.	km	0.5		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A3 (SEWERS)

SECTION 1200 DB : EARTHWORKS (PIPE TRENCHES)

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A3	SABS1200 DB	EARTHWORKS (PIPE TRENCHES)				
		as specified in SABS 1200 DB and in the project specifications				
		PIPELINE TRENCHES				
	PSDB8.3.2	Excavation:				
		(a) Excavate in all materials for trenches, backfill, compact, test and dispose of surplus material:				
		(1) Pipes over 125 mm dia up to 400 mm dia for depths:				
A3.1		Over 0 m up to 1,0 m	m	134		
A3.2		Over 1,0 m up to 2,0 m	m	127		
A3.3		Over 2,0 m up to 3,0 m	m	60		
A3.4		Over 3,0 m up to 4,0 m	m	330		
	PSDB8.3.2	(b) Extra over item (a) above for:				
A3.5		(1) Intermediate excavation	m ³	650		
A3.6		(2) Hard rock excavation	m ³	200		
A3.7		(4) Backfill stabilized with 5% cement where directed by the Employer's Agent	m ³	20		
A3.8	8.3.2	(c) Excavate and dispose (off site) of unsuitable material from trench bottom (Provisional)	m ³	150		
	PSDB8.3.3	Excavation ancillaries:				
	PSDB 8.3.3.1	Make up deficiency in backfill material:				
A3.9		(a) from other necessary excavations on site	m ³	52		
A3.10		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m ³	810		
TOTAL CARRIED FORWARD						

SCHEDULE A3 (SEWERS)

SECTION 1200 DB : EARTHWORKS (PIPE TRENCHES)

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A3.12	PSDB 8.3.3.3	Compaction in road crossings	m ³	152		
	PSDB 8.3.5	Existing services that intersect or adjoin a pipe trench:				
		(a) Services that intersect a pipe trench:				
A3.13		(1) LT electricity cables	No	10		
A3.14		(2) HT electricity cables	No	10		
A3.15		(3) Telkom	No	10		
A3.16		(4) Watermains	No	10		
A3.17		(5) Stormwater	No	10		
A3.18		(6) Sewer	No	10		
A3.19		(7) Optic fibre	No	10		
	PSDB 8.3.5	(b) Services that adjoin a trench:				
A3.20		(1) Sewer	m	200		
A3.21		(2) HT electrical cables	m	200		
A3.22		(3) Watermains	m	100		
A3.23		(4) Stormwater	m	100		
A3.24		(5) Existing informal houses	m	300		
	PSDB 8.3.6	Finishing:				
	8.3.6.1	Reinstate road surfaces complete with all courses:				
A3.25		(a) Bitumen premix of thickness 40 mm in roadway (Continuously graded as per SANS 1200 MH Table 2 Column 6) incl. Prime.	m ²	110		
A3.26		(b) G4 Base material compacted to 98% modified AASHTO	m ³	17		
A3.27		(c) G5 Subbase material compacted to 97% modified AASHTO density	m ³	17		
A3.28		(d) G7 Minimum of 93% of modified AASHTO maximum density (100% for sand)	m ³	33		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A3 (SEWERS)
SECTION 1200 LB : BEDDING (PIPES)

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS1200 LB	BEDDING (PIPES)				
		as specified in SABS 1200 LB and in the project specifications				
	PSLB 8.2.1	Provision of bedding from trench excavations:				
A3.29		(a) Selected granular material	m ³	18		
A3.30		(b) Selected fill material	m ³	14		
	PSLB8.2.2	Supply only of bedding by importation:				
	8.2.2.3	From commercial sources:				
A3.31		(a) Selected granular material	m ³	170		
A3.32		(b) Selected fill material	m ³	90		
	PSLB 8.2.7	Provision of stone/geofabric to deal with water:				
A3.33		19mm crushed stone	m ³	20		
A3.34		Geofabric (Kaymat A2 or similar approved)	m ²	200		
		Encasing of pipes in concrete:				
A3.35		Class 20MPa / 19mm	m ³	4		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE A3 (SEWERS)

SECTION 1200 LD : SEWERS

PART A

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200 LD	SEWERS				
		as specified in SABS 1200 LD and in the project specifications				
		Supply, lay, joint, bed on bedding for flexible pipes (SANS 1200LB, Drawing LB-2) and test pipeline				
	8.2.1	PVC-U Class 34 pipes: (heavy duty) complying with SANS 966 using spigot and socket rubber ring joints				
A3.36		200mm dia	m	650		
	PSLD 8.2.3	Precast concrete manhole:				
		With Saint Gobain Lockable Securex Z-600 D or similar approved (SANS 50124 Class D400)				
A3.37		0m - 1,5m	No	5		
A3.38		1,5m - 2,5m	No	1		
A3.39		2,5m - 3,5m	No	9		
A3.40		Supply and Install of new Saint Gobain Lockable Securex Z-600 D or similar approved (SANS 50124 Class D400) covers and frames only. (replacement of existing covers and frames)	No	50		
		SUNDRIES				
	PSLD8.2.11	Connection to existing sewer:				
	PSLD 8.2.11(a)	Break in and connect to existing sewer at manhole including excavation, backfilling and compaction and making good of all benching and damaged surfaces and deal with sewage.				
A3.41		0m - 1,5m	No	6		
A3.42	8.2.10	Blanking off of existing sewer lines.	No	10		
	PSLD 8.2.11(b)	Breaking into existing sewer (200mm diameter) and building new manhole for depths:				
		With Saint Gobain Lockable Securex Z-600 D or similar approved (SANS 50124 Class D400)				
A3.43		1,5m - 2.5m	No	4		
A3.44	PSLD 8.2.13	Dealing with sewage	Sum	1		
A3.45		Syphon Chamber to detail drawing No. P1174-L05. The rate shall include all excavations, backfill, compaction and syphon chamber complete as shown on the drawing.	No	2		
TOTAL CARRIED FORWARD						

SCHEDULE B1 (SITE CLEARANCE STORMWATER)

SECTION 1200 C : SITE CLEARANCE

PART B

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B1	SABS1200 C	SECTION : SITE CLEARANCE				
		CLEAR SITE				
	PSC 8.2.1	Clear and grub: Pipeline routes				
B1.1		3m wide	m ²	1 550		
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
B1.2		Over 1,0 m up to and including 2,0 m	No	4		
B1.3		Over 2,0 m up to and including 3,0 m	No	4		
B1.4	8.2.5	Take down existing fences up to 1,8m high and re-erect.	km	0.5		
B1.5		Demolish existing stormwater headwall and spoil material at site provided by the Contractor.	Sum	1		
B1.6	PSC 8.2.19	Remove and dispose of domestic waste (waste material, refuse or litter) inside stormwater channels. (Domestic waste to be spoiled at a registered spoil site provided by Contractor)	m ³	450		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B2 (STORMWATER)

SECTION 1200 DB : EARTHWORKS (PIPE TRENCHES)

PART B

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B2	SABS1200 DB	EARTHWORKS (PIPE TRENCHES) as specified in SABS 1200 DB and in the project specifications				
		PIPELINE TRENCHES				
	PSDB8.3.2	Excavation: (a) Excavate in all materials for trenches, backfill, compact, test and dispose of surplus material: (1) Pipes from 375 mm nominal dia up to 600 mm nominal dia for depths:				
B2.1		Over 1,0 m up to 2,0 m	m	505		
	PSDB8.3.2	(b) Extra over item (a) above for:				
B2.2		(1) Intermediate excavation	m ³	50		
B2.3		(2) Hard rock excavation	m ³	5		
B2.4		(4) Backfill stabilized with 5% cement where directed by the Engineer	m ³	10		
B2.5	8.3.2	(c) Excavate and dispose of unsuitable material from trench bottom (Provisional)	m ³	50		
	PSDB8.3.3	Excavation ancillaries:				
	8.3.3.1	Make up deficiency in backfill material:				
B2.6		(b) by importation from commercial or off site sources selected by the Contractor (sand compacted to 100% Mod AASHTO)	m ³	830		
	PSDB 8.3.5	Existing services that intersect or adjoin a pipe trench:				
		(a) Services that intersect a pipe trench:				
B2.7		(1) LT electricity cables	No	4		
B2.8		(2) HT electricity cables	No	4		
B2.9		(3) Telkom	No	4		
B2.10		(4) Watermains	No	4		
B2.11		(5) Stormwater	No	4		
B2.12		(6) Sewer	No	4		
B2.13		(7) Optic fibre	No	4		
	PSDB 8.3.5	(b) Services that adjoin a trench:				
B2.14		(1) Foul sewer	m	20		
B2.15		(2) HT electrical cables	m	20		
B2.16		(3) Watermains	m	20		
B2.17		(4) Stormwater	m	20		
TOTAL CARRIED FORWARD						

SCHEDULE B2 (STORMWATER)

SECTION 1200 LB : BEDDING

PART B

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS1200 LB	BEDDING (PIPES)				
		as specified in SABS 1200 LB and in the project specifications				
	PSLB8.2.2	Supply only of bedding by importation:				
	8.2.2.3	From commercial sources:				
B2.18		(a) Selected granular material	m ³	75		
B2.19		(b) Selected fill material	m ³	470		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE B2 (STORMWATER)

SECTION 1200 LE : DRAINAGE

PART B

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SABS 1200 LE	DRAINAGE				
		as specified in SABS 1200 LE and in the project specifications				
	PSLE 8.2.1	Supply and lay concrete pipe culverts on class C bedding (SANS 1200LB, Drawing LB-1) (spigot and socket):				
		RC Class 100 D pipes:				
B2.20		600mm dia	m	505		
	PSLE 8.2.8	Precast concrete ring manholes(1250mm chamber diameter)(SANS 558 Type 2A Ductile iron (Saint-Gobain or similar approved))				
B2.21		0m - 1,5m	No	8		
B2.22		1,5m - 2,5m	No	4		
	PSLE 8.2.8	Construct outlet structure complete according to Detail drawing No P1174-L07 for:				
B2.23		a) 600mm diameter outlet	No	2		
	PSLE 8.2.21	Break into existing stormwater pipe (600 mm diameter), build new 1250mm dia manhole for depth:				
B2.24		1,0m - 2,0m	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE C1 (SITE CLEARANCE FENCING)

SECTION 1200 C : SITE CLEARANCE

PART C

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C1	SABS1200 C	SECTION : SITE CLEARANCE				
		CLEAR SITE				
	PSC 8.2.1	Clear and grub:				
		Fencing routes				
C1.1		3m wide	m ²	2 700		
	8.2.2	Remove and grub large trees and tree stumps of girth over and up to				
C1.2		Over 1,0 m up to and including 2,0 m	No	2		
C1.3		Over 2,0 m up to and including 3,0 m	No	1		
C1.4	PSC 8.2.5	Take down existing fences	m	900		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE C2 (FENCING)

SECTION 1200 DB : EARTHWORKS (FENCING)

PART C

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C2	SABS 1200 D	SECTION : EARTHWORKS				
		EARTHWORKS				
		as specified in SABS 1200 D and in the project specifications				
	PSD 8.3	SCHEDULED ITEMS				
	PSD 8.3.3	Restricted excavation:				
	PSDM 8.3.18	Excavate in all materials for footings in all materials, and use for backfill or embankment, or dispose off site (site provided by the contractor), for:				
C2.1		(a) Excavate for Pad Footings	m ³	4		
TOTAL CARRIED FORWARD						

SCHEDULE C3 (FENCING)

SECTION 1200 G : CONCRETE (STRUCTURAL)

PART C

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C3	SABS 1200 G	CONCRETE (STRUCTURAL)				
		as specified in SABS 1200 G and in the project specifications				
	8.4	<u>CONCRETE</u>				
	PSG 8.4.3	Strength concrete :				
		25MPa/19 mm:				
		For panels:				
C3.1		(a) Footings (500 x 500 x 600mm)	m ³	3		
		For gates:				
C3.2		(a) Concrete Block (400 x 400 x 400mm)	m ³	0.10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE C4 (FENCING)

SECTION : FENCING

PART C

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C4		FENCING				
		Erection only of new mesh fencing features materials:				
C4.1		1. Barbed Wire	m	900		
C4.2		2. Smooth Wire (5 Strains)	m	2000		
C4.3		3. Continuous Razor Wire Flat Wrap	m	900		
C4.4		4. Droppers (35mm minimum diameter timber droppers)	No	20		
		Intallation of New gates (According to drawing P1174-L06):				
C4.5		a) Single leaf manually operated 1.2m wide pedestrian gate	No	1		
C4.6		b) Double leaf manually operated 3.5m wide vehicle entrance gate	No	1		
C4.7		Extra over item for Supply only of new mesh fencing material:	No			
C4.8		1. Barbed Wire	No	900		
C4.9		2. Smooth Wire (5 Strains)	No	2 000		
C4.10		3. Continuous Razor Wire Flat Wrap	No	900		
C4.11		4. Droppers (35mm minimum diameter timber droppers)	No	20		
C4.12		5. Straining post	No	14		
C4.13		6. Corner posts	No	4		
C4.14		7. Anchor pins	No	100		
C4.15		9. 101.6mm OD steel pipe	No	18		
C4.16		10. 60.33mm OD steel pipe	No	34		
C4.17		11. 42.86mm dia OD steel pipe	No	18		
C4.18		12. 48.42mm dia OD steel pipe	No	4		
C4.19		13. 34.13mm dia OD steel pipe	No	4		
C4.20		14. Steel Mesh	m ²	1 530		
C4.21		15. Galvanized security wire	m	900		
C4.22		16. Binding wire	m	2 000		
C4.23		17. Straining wire	m	900		
C4.24		18. Hinges	No	4		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE C4 (FENCING)

SECTION : FENCING

PART C

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
C4.25		Extra over for installation only of new Galvanized Security Wiring (According to drawing P1174-L06):	m	900		
		Extra over item for supply only of fencing materials				
C4.26		1. Vertical Posts	No	18		
C4.27		2. Mesh Panels	m ²	17		
C4.28		3. Post caps	No	20		
C4.29		4. Fixing clamps	No	90		
C4.30		5. M8 nuts	No	36		
C4.31		6. M8 flat washers	No	36		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE D1 (WATER CONNECTION)
SECTION 1200 LF : ERF CONNECTIONS (WATER)

PART D

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
D1	SABS 1200 LF	ERF CONNECTIONS (WATER CONNECTION TO SYPHON CHAMBER) as specified in SABS 1200 LF and in the project specifications				
	PSLF 8.2.1	Provide erf connections complete: Single erf connections to Syphon Chamber (with HDPE compression saddle and brass DZR insert with grade 316 stainless steel nuts and bolts wrapped with two layers "Denso" tape) 25 mm diameter Single HDPE PE-100 PN-12,5 erf conncetions for length:				
D1.1		0m - 1,0m 25 mm diameter Single HDPE PE-100 PN-12,5 erf conncetions for length:	m	15		
D1.2		0m - 1,0m	m	75		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE E1 (P&G MECHANICAL)
SECTION 1200 A : PRELIMINARY AND GENERAL

PART E

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
E1		PRELIMINARY & GENERAL				
		Preliminary & General (including all travelling, establishment, management, system designs, etc.)				
F1.1		Fixed	Sum	Total		
E1.2		Construction	Sum	Total		
E1.3		Establishment / De-Establishment	Sum	Total		
E1.4		Liaison and coordination with other on-site Contractors/Operations Staff	Sum	Total		
		Meetings				
E1.5		Initial project initiation meeting	Each	1		
E1.6		Site meetings (monthly)	Each	4		
E1.7		Ad-hoc technical meetings (site)	Each	3		
		Equipment design and workshop drawings				
E1.8		Mechanical Component	Sum	Total		
E1.9		Electrical Component	Sum	Total		
E1.10		Telemetry & SCADA Component	Sum	Total		
		Health & Safety				
E1.11		Project initiation requirements	Sum	Total		
E1.12		Construction	Sum	Total		
E1.13		Close-out	Sum	Total		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE E1 (P&G MECHANICAL)

SECTION 1200 A : PRELIMINARY AND GENERAL

PART E

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
		As-Built Drawings and Manuals				
E1.14		Mechanical Component	Sum	Total		
E1.15		Electrical Component	Sum	Total		
E1.16		Telemetry & SCADA Component	Sum	Total		
		Training (training program by a Engineer, accompanied by specialist equipment suppliers)				
E1.17		Mechanical Component	Sum	Total		
E1.18		Electrical Component	Sum	Total		
E1.19		Telemetry & SCADA Component	Sum	Total		
E1.20		Security for Construction	Sum	Total		
E1.21		Commissioning, Testing, Monitoring and Optimisation of Complete System	Sum	Total		
E1.22		Taking-over tests with the Client and Engineer (all disciplines)	Sum	Total		
E1.23		28-day Trial and Operational Period	Sum	Total		
		Operating instructions and signage as specified				
E1.24		Providing four (4) final copies of the Installation, Operation and Maintenance Manual including As-Built" drawings prior to the issue of the Taking-Over-Certificate"	No	4		
E1.25		Any other expenses deemed to be incurred in complying with the full requirements of the Scope of Works	Sum	Total		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F1 (MECHANICAL)

SECTION : MECHANICAL

PART F

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
F1		MECHANICAL SCREENING AND ASSOCIATED EQUIPMENT				
		FRONT RAKE FINE MECHANICAL SCREEN, HAND RAKED SCREEN AND CHANNEL MOUNTED HANDSTOPS				
		Allow for all costs and expenses in connection with the design, manu-facture, quality management, pain-ting, testing, supply, delivery, off-loading and storage of the following materials and equipment, including quality assurance, setting out of works and checking work carried out by others:				
F1.1		One front multiple rake fine mechanical bar screen (aperture size 6 mm) and motor including frame-work, sole plate, flat bar rack, dead plate, endless chain conveyor system, multiple rakes, pivoting scraper, drive assembly, etc	No	1		
F1.2		Screw type screenings wash press including screw chamber, inlet hopper, compression chamber, conveying and compressing screw, discharge chute, venturi tube, drainage trough, support frame, drive assembly, motorised agitator, motorised drain valve, all instrumentation, etc (discharge chute suitable for bagging screenings)	No	1		
F1.3		All associated piping and valves for the supply of final effluent water from the screenings wash press and potable water to the wash press	Sum	1		
		Handstops (GRP) with stainless steel channel guides:				
F1.4		a) for screening channel 500 mm wide by 800 mm deep, handstops 600mm in height	No	3		
F1.5		b) for grit hopper 400 mm wide by 700 mm deep, handstops 600 mm in height	No	1		
F1.6		c) for grit hopper 500 mm wide by 800 mm deep, handstops 600 mm in height	No	1		
		Handraked screens (MS HDG):				
F1.7		a) Coarse screen (50 mm aperture) installed in main 500 mm channel	Sum	1		
F1.8		b) Fine screen 10mm aperture) installed in bypass channel (500 mm wide)	Sum	1		
F1.9		All other plant and equipment items not included above but which are neverthe-less necessary to meet the Scope of Work and/or are required for the proper, safe and effective operations of the plant (Specify):	Sum	1		
F1.10		Allow for all costs and expenses, in-cluding double handling (if stored) and final painting (if applicable), in connection with the Site installation, testing, commissioning and up-holding during the trial operational period and defects notification period of the following:	Sum	1		
F1.11		All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective opera- tion of the plant (Specify):	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F2 (MECHANICAL)

SECTION : MECHANICAL

PART F

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
F2		GRIT REMOVAL AND ASSOCIATED EQUIPMENT				
		VORTEX GRIT REMOVAL EQUIP-MENT				
		(Refer to Drawing P1174-M01)				
		Allow for all costs and expenses in connection with the design, manu-facturer, quality management, pain-ting, testing, supply, delivery, off-loading and storage of the following materials and equipment, including quality assurance, setting out of works and checking work carried out by others:				
F2.1		Vortex grit removal equipment which includes paddle drive assembly, grit pump, complete set of all necessary piping from vortex degritters to grit classifier, etc.	No	1		
F2.2		Spare grit pump hard faced as specified and crated	No	1		
F2.3		Complete set of piping, valves and supports for the grit sparging system including connection to service water system	No	1		
F2.4		Screw type grit classifier including hopper and screw trough, inlet pipe nozzles, stilling baffle, overflow weir, outlet pipe nozzle, inclined elevating screw, cover with air vent pipe (if required), drive assembly, outlet pipe to return flow to the channel and dewatered grit to be discharged into bags	No	1		
F2.5		All other items not included above but which are nevertheless neces-sary to meet the Scope of Work and/ or are required for the proper, safe and effective operation of the plant (Specify):	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F3 (MECHANICAL)

SECTION : MECHANICAL

PART F

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
F3		HANDRAILS AND OPEN GRIT FLOORING				
		Allow for all costs and expenses in connection with the design, manu-facturer, quality management, pain-ting, testing, supply, delivery, off-loading and storage of the following materials and equipment, including quality assurance, setting out of works and checking work carried out by others:				
		Open grid flooring (HDG):				
F3.1		a) Channel	Sum	1		
F3.2		b) Grid Hopper	Sum	1		
F3.3		c) Raised Slab	Sum	1		
		Handrails (HDG)				
F3.4		a) Horizontal	Sum	1		
F3.5		b) Sloping	Sum	1		
F3.6		All other items not included above but which are nevertheless neces-sary to meet the Scope of Work and/ or are required for the proper, safe and effective operation of the plant (Specify):	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE G1 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
G1		ELECTRICAL EQUIPMENT				
		LV SWITCHGEAR (MCCs)				
		MCC in accordance in accordance with the Detailed Specification.				
		Site MCC				
G1.1		Supply Nduli Inlet Works MCC - Outdoor Type	Item	1		
G1.2		Install Nduli Inlet Works MCC - Outdoor Type	Item	1		
G1.3		Factory inspection and testing of the Nduli Inlet Works MCC	Item	1		
G1.4		Site testing and commissioning Nduli Inlet Works MCC	Item	1		
		Distribution Kiosk				
G1.5		Supply Nduli Distribution Kiosk - Outdoor Type	Item	1		
G1.6		Install Distribution Kiosk - Outdoor Type	Item	1		
G1.7		Factory inspection and testing of the Nduli Distribution Kiosk	Item	1		
G1.8		Site testing and commissioning Nduli Distribution Kiosk	Item	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F2 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G2		FIELD CONTROL STATIONS				
		Field Control Stations in accordance with the Detailed Specification.				
G2.1		Supply (Start/EStop)	No	3		
G2.2		Install (Start/EStop)	No	3		
G2.3		Supply (Fwd/Rev/EStop)	No	2		
G2.4		Install (Fwd/Rev/EStop)	No	2		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F3 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G3		LV POWER CABLES				
		PVC PVC SWA PVC 600 / 1000 V conductor cables in accordance with the Detailed Specification. Excluding cable trench excavations and cable support.				
		Supply LV cables (Copper Conductors)				
G3.1		25 mm ² , 4C	m	80		
G3.2		2.5 mm ² , 4C	m	125		
G3.3		1.5 mm ² , 7C	m	125		
G3.4		1.5 mm ² , 3C	m	250		
		Install LV cables (Copper Conductors)				
G3.5		25 mm ² , 4C	m	80		
G3.6		2.5 mm ² , 4C	m	125		
G3.7		1.5 mm ² , 7C	m	125		
G3.8		1.5 mm ² , 3C	m	250		
		Terminate LV cables				
G3.9		25 mm ² , 4C	ends	2		
G3.10		2.5 mm ² , 4C	ends	10		
G3.11		1.5 mm ² , 7C	ends	10		
G3.12		1.5 mm ² , 3C	ends	20		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F4 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G4		CABLE SUPPORTS				
		Cable supports in accordance with the Detailed Specification				
		316L Stainless Steel Cable Tray - Supply				
G4.1		200 mm wide straight	m	40		
G4.2		200 mm wide riser / dropper	No	5		
G4.3		200 mm wide 90° elbow	No	5		
G4.4		200 mm wide T-piece	No	2		
		316L Stainless Steel Cable Tray - Install				
G4.5		200 mm wide straight	m	40		
G4.6		200 mm wide riser / dropper	No	5		
G4.7		200 mm wide 90° elbow	No	5		
G4.8		200 mm wide T-piece	No	2		
		316L Stainless steel angle Iron runners - Supply				
G4.9		20 mm x 20 mm x 5 mm	m	20		
G4.10		40 mm x 40 mm x 5 mm	m	10		
		316L Stainless steel angle Iron runners - Install				
G4.11		20 mm x 20 mm x 5 mm	m	20		
G4.12		40 mm x 40 mm x 5 mm	m	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F5 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G5		EARTHING AND BONDING				
G5.1		Earthing and Bonding in accordance with the Detailed Specification.	Item	1		
G5.2		Earthing & Bonding of all extraneous conductive parts of the equipment and areas falling within the scope of work.	Item	1		
G5.3		Testing of all earthing and bonding	Item	1		
G5.4		Provision for additional earthing	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F6 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G6		LV CABLE TRENCH EXCAVATIONS				
		Trench 450 mm wide by 750 mm deep for LV cables .				
G6.1		Excavation in hard material	m	20		
G6.2		Excavation in intermediate material	m	50		
G6.3		Excavation in soft material	m	60		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F7 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G7		EARTH CONTINUITY CONDUCTORS				
		Supply Bare Copper Earth Conductors				
G7.1		a) 35 mm ²	m	80		
G7.2		b) 4 mm ²	m	125		
		Install Bare Copper Earth Conductors				
G7.3		a) 35 mm ²	m	80		
G7.4		b) 4 mm ²	m	125		
		Terminate Bare Copper Earth Conductors				
G7.5		a) 35 mm ²	ends	2		
G7.6		b) 4 mm ²	m	24		
		2 m long 16 mm dia earthing rods				
G7.7		a) Supply	No	1		
G7.8		b) Install	No	1		
G7.9		Earth Resistance Testing	No	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F8 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G8		FIELD INSTRUMENTATION				
		Supply, installation and connection of field instrumentation , in accordance with the Detailed Specification				
G8.1		Torque limit switches	No	3		
G8.2		Differential Ultrasonic Level Sensor (two sensors for controller)	No	1		
G8.3		Solenoid valves	No	6		
G8.4		Testing and commissioning of all field instrumentation	Item	10		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F9 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G9		CONTROL CABLES				
		Control Cables				
		Supply, Install & Terminate PVC PVC SWA PVC 600 / 1000 V 1.5 mm ² copper conductor control cable in accordance with the Detailed Specification. Excavations for cable trenches and cable supports are measured separately.				
		Supply and Install				
G9.1		a) 3 core cable	m	60		
G9.2		b) 4 core cable	m	1		
		Terminations (Supply and Install)				
G9.3		a) 3 core cable	ends	6		
G9.4		b) 4 core cable	ends	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F10 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G10		Site Lighting and Power				
		Standard cost per outlet point for the complete supply and installation of recessed outlets including all required material and labour (bosal conduit, conductors, draw-wire, terminations etc...)				
		Luminaires				
G10.1		80W LED vandal-proof floodlight mounted on inlet works structure, complete with mounting bracket and connection	Item	4		
G10.2		Photocell	Item	1		
		Outlet Points				
G10.3		Lights	Item	4		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F11 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G11		Electric fence to be installed around the site of the screenings structure, ± 1 m inside the brick- work				
		Supply and deliver, accept, store, erect, fix, connect and set to work the following items to ensure the complete proper functioning of the entire electric fence system, including all building materials and communication signals complete				
		Supply and install 1,6 mm dia 316 grade stainless steel by 7 strand electric fence. Cost to include for all support and construction poles, insulators, mounting brackets, tensioners required to complete the installation.				
G11.1		a) Supply and install 1.6 mm dia 316 stainless steel electric fence and associated equipment	m	85		
G11.2		b) Supply and install danger signage as per specification	Sum	1		
		Power Supply Cables				
		Supply and install copper power supply cables (Cu PVCPCSWAPVC).				
G11.3		Supply and install 3 Core - 1,5 mm ²	m	60		
		Energizer Units				
		Supply and install single zone energizer unit and all associated equipment to ensure the complete proper functioning of the entire electric fence system. No external backup battery is required. As per specification para PF 1.3				
G11.4		a) Supply Energizer units	No.	1		
G11.5		b) Install Energizer units	No.	1		
		Electric Fence Kiosk				
		Supply and install 3CR12 electric fence kiosk with inspection window appropriately sized by the Contractor to ensure that all associated equipment fit in the kiosk.				
G11.6		a) Supply and install electric fence kiosk	No.	1		
		GSM Telemetry Transmitter				
		Supply and install GSM telemetry transmitter complete to ensure a working installation as per specification				
G11.7		a) Supply and install GSM telemetry transmitter	No.	1		
G11.8		b) Programming of transmitter	Sum	1		
G11.9		Off site testing	Sum	1		
		Earthing of Electric Fence				
		Supply and install earthing for the new electric fence as required to ensure the complete and proper functioning of the entire electric fence system.				
G11.10		a) Supply and install earthing of electric fence	Sum	1		
		Electric Gate				
G11.11		Supply and install electrified gate (4 m wide) including support and construction poles	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SCHEDULE F12 (ELECTRICAL)

SECTION : ELECTRICAL

PART G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
G12		Documentation and Training				
G12.1		Drawing, Manuals and Training will be provided in accordance with the Detailed Specification.	Sum	1		
G12.2		Datapack and Operating and Maintenance Manuals	lem	1		
G12.3		Training of Municipal Staff	Item	1		
G12.4		All other items not included above but which are nevertheless necessary to meet the Scope of Work and/or are required for the proper, safe and effective operation of the plant (Specify):	Item	1		
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY

SUMMARY OF SCHEDULES

SECTION	DESCRIPTION	AMOUNT R
PART A1 (PRELIMINARY AND GENERAL FOR CIVIL WORKS)		
A1	SCHEDULE A1 (PRELIMINARY AND GENERAL)	
PART A (SEWER)		
A2	SCHEDULE A2 (SITE CLEARANCE SEWER)	
A3	SCHEDULE A3 (SEWER)	
	EARTHWORKS (PIPE TRENCHES)	
	BEDDING	
	SEWERS	
PART B (STORMWATER)		
B1	SCHEDULE B1 (SITE CLEARANCE STORMWATER)	
B2	SCHEDULE B2 (STORMWATER)	
	EARTHWORKS (PIPE TRENCHES)	
	BEDDING	
	DRAINAGE	
PART C (FENCING)		
C1	SCHEDULE C1 (SITE CLEARANCE FENCING)	
C2	SCHEDULE C2 (EARTHWORKS)	
C3	SCHEDULE C3 (CONCRETE)	
C4	SCHEDULE C4 (FENCING)	
PART D (SYPHON CHAMBER WATER CONNECTION)		
D1	SCHEDULE D1 (ERF CONNECTION TO SYPHON CHAMBER)	
PART E (P&G FOR MECHANICAL AND ELECTRICAL)		
E1	SCHEDULE E1 (P&G FOR MECHANICAL AND ELECTRICAL)	
PART F (MECHANICAL)		
F1	SCHEDULE F (MECHANICAL)	
PART G (ELECTRICAL)		
G1	SCHEDULE G (ELECTRICAL)	
Total carried forward to summary of schedules		
Add contingencies (10% of nett total tender) to be spent in part or as a whole at the sole discretion of the Employer's Agent		
Sub-total		
Add 15% Value Added Tax		
TOTAL		

DEPARTMENT LAND REFORM AND RURAL DEVELOPMENT

CONTRACT NO.: SSC WC 02 (2025/2026) DLRRD

THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A SEWER AND STORMWATER PIPE IN NDULI, CERES, UNDER WITZENBERG MUNICIPALITY, IN THE WESTERN CAPE PROVINCE

PORTION 2: CONTRACT

**PART C2 PART 2: PRICING DATA – MECHANICAL AND
ELECTRICAL**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING DATA

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<i>Section</i>	<i>Description</i>	<i>Page No</i>
C2.1	PRICING INSTRUCTIONS.....	3 - 5
C2.2	PROVISIONAL BILLS OF QUANTITIES.....	6 - 7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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C2.1 PRICING INSTRUCTIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 2.1 PRICING INSTRUCTIONS

General

The BOQ below must be completed in full and all prices must be in Rand. The prices must be firm and fixed for the duration of the project period, taking the indicated validity period and completion date into account.

The tenderer must include a price for each item indicated. If no price is inserted it will then be assumed that the item's price has been included for elsewhere.

The prices quoted below must allow for all required material, labour, handling, transport, storage, off-loading and any and all other coordination and project management requirements to fully complete a successful project in line with the documentation requirements.

It must be noted that all work carried out under the scope will be subject to a twelve (12) month defects liability period, whereby the Contractor remains responsible for equipment performance and durability.

All required site inspections, trips to and from site for the various installation teams as well as site establishment and time on site must be included as part of the tender offer.

The contingency amount as indicated will be spent at the sole discretion of the Client. No work outside the scope of works may be performed by the Contractor and no claims in this regard will be entertained without written approval.

Cables and Excavations

Note that the cable sizes and distances are provisional for pricing only.

All final cable distances must be measured on-site by the Contractor, in line with the final agreed-upon cable route. Only after the final cable route distances have been provided to the Engineer, can the final cable sizes for ordering and installation be determined.

All cable distances are therefore re-measurable and payment will only be made for final installed distances.

Note that 1m cable slack must be provided for in the final rates at each cable end and that the rates must include provision for any further wastage at these cable ends.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contract: SSC WC 01 (2026/2027) DLRRD
Part C2 Part 2: Pricing Data – Mechanical and Electrical
Section C2.1: Pricing Instructions

Labour Costs

Rates for labour as listed below shall include all the allowances as specified in the Conditions of Contract for Construction for Building and Engineering works designed by the Employer as well as a reasonable profit.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Skilled labour	hour	
Foreman/Section leader	hour	
Engineering / Project management	hour	

Material Costs

Material costs shall be paid at the cost to the Contractor plus a mark-up of 10 % to include all other allowances as specified in the Conditions of Contract for construction for Building and Engineering works designed by the Employer as well as a reasonable profit.

The Contractor shall submit all Suppliers' invoices for material bought.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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C2.2 PROVISIONAL BILLS OF QUANTITIES
(INCLUDED IN C2 PART 1 – C2.2)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 2.2 PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and **PERMANENT BLACK INK**.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2