

MHLATHUZE WATER
CONTRACT NO. MW/93/4/2022/2023
REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
LABORATORY AT NSEZI WTW



MHLATHUZE WATER

CONTRACT NO MW/93/4/2022/2023

**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM &
PLANT LABORATORY AT NSEZI WTW**

TENDER SUBMITTED BY:

Company Name: _____

Contact Person: _____

Physical Address: _____ Postal Address: _____

Contact No. _____ Email: _____

TENDER CLOSING DATE: 17 MAY 2023 at 12h00

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

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PART T1

TENDERING PROCEDURES

1.1 Tender Notice and Invitation to Tender

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MHLATHUZE WATER					
BID NUMBER:	MW/93/4/2022/2023	CLOSING DATE:	17 MAY 2023	CLOSING TIME:	12H00
DESCRIPTION	REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT LABORATORY AT NSEZI WTW				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT					

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

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

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

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

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

☐ YES ☐ NO

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

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BID NOTICE AND INVITATION TO TENDER

1. BID ADVERT

Responses to this bid advert [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent**, **Tenderer** or **Bidder**] for the provision of: **REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT LABORATORY AT NSEZI WTW**

The bid advert can be inspected and downloaded for free from the National Treasury e-Tender Publication Portal: www.etenders.gov.za (free of charge) from **Wednesday, 03 May 2023** until **Wednesday, 17 May 2023**.

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

2. FORMAL BRIEFING

A compulsory tender briefing will be conducted at **Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900** on the **Tuesday, 09 May starting at 10h00** for a period of ± 1 hours and proceed to compulsory site. [Respondents to provide own transportation and accommodation].

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

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3. BID ADVERT SUBMISSION

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

1. The tenderer completed the Declaration of Interest
2. Active Contractor's Certificate of Registration with CIDB Grading (3GB/ME or higher)
3. Have COID's Letter of Good Standing.
4. Attend Compulsory briefing

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

Description: **REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
LABORATORY AT NSEZI WTW**

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

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

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

4. DELIVERY INSTRUCTIONS FOR BID ADVERT

- a) Delivery by hand

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

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

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

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

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

MHLATHUZE WATER BUILDING

TENDER BOX

Mhlathuze Water Cnr South Central Arterial & Battery Bank

Richards Bay

3900

- d) Please note that this bid advert closes punctually at **10h00 on Wednesday, 17 May 2023**
- e) If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
- f) No email or facsimile responses will be considered, unless otherwise stated herein.
- g) The responses to this bid advert will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- h) Mhlathuze Water shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- i) Envelopes must not contain documents relating to any bid advert other than that shown on the envelope.

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

- a) Incorporated JVs/Consortiums

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

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5. COMMUNICATION

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

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

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

6. INSTRUCTIONS FOR COMPLETING THE BID ADVERT

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

7. COMPLIANCE

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

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8. ADDITIONAL NOTES

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

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

9. DISCLAIMERS

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

- a) Modify the bid advert's Works and request Respondents to re-bid on any such changes;
- b) Reject any bid which does not conform to instructions and specifications which are detailed herein;
- c) Disqualify Proposals submitted after the stated submission deadline [closing date];
- d) Not necessarily accept the lowest priced Proposal;
- e) Reject all Proposals, in accordance with the PPPFA;
- f) Withdraw the BID on good cause shown;

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- g) Award a contract in connection with this Proposal at any time after the bid advert's closing date;
- h) Make no award of a contract;
- i) Award of this bid advert will be subject to approval of funds by the delegated authority;
- j) Mhlathuze Water reserves the right to split the award of the business by awarding to two or more bidders.

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

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

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

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

10. LEGAL REVIEW

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

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

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**PART T1
TENDERING PROCEDURES**

T 1.2 Tender Data

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TENDER DATA

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

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

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

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

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Clause Number	Addition or Variation to Standard Conditions of Tender
	<p>C3.1 Description of work</p> <p>C3.2 Employer's Agenting</p> <p>C3.3 Preferential Procurement Procedures</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Specification Data</p> <p>Part C4 Site Information</p> <p>C4.1 Locality</p> <p>Part C5 Particular Specifications Bound Into Document</p> <p>C2.1 General Specifications</p> <p>C2.2 Particular Specifications</p> <p>Part C6 Tender Drawings</p> <p>Part C7 CD of Annexures</p> <p>Annexure A - Electronic Book of Drawings</p> <p>Annexure B – Excel Tender BoQ (for information only)</p>
F.1.3	Contract Period: 120 days (including special non-working days)

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F.1.4	<p>The Principal Agent's details are as follows:</p> <p>Name : Sithelo Ngubane</p> <p>Company : Mhlathuze Water</p> <p>Address : Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900</p> <p>Tel. No. : +27 (0) 35 902 1185</p> <p>Fax No. : +27 (0) 35 902 1111</p> <p>E-Mail : sngubane@mhlathuze.co.za</p>
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>b. Submit all compulsory returnable listed below.</p> <ol style="list-style-type: none"> 1. The tenderer completed the Declaration of Interest 2. Active Contractor's Certificate of Registration with CIDB Grading (3GB/ME or higher) 3. COID's Letter of Good Standing. 4. Compulsory briefing certificate
F.2.4	All work produced, including records, documents pertaining to this tender shall remain the property of Mhlathuze Water and no part thereof may be copied, reproduced in any manner without the written consent of Mhlathuze Water.
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.8	Accept that failure to request clarification on tender documents, in at least 5 working days prior to the closing time stated in the tender data, it shall be deemed that all matters in the tender documents are clearly understood. Accept that the Employer shall not be

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Clause Number	Addition or Variation to Standard Conditions of Tender
	obligated to respond to any requests for clarification of tender documents submitted in less than 5 working days prior to the closing date.
F.2.12	Criteria for alternative tender offers No alternative tender offers will be accepted.
F.2.13.3	All proposals shall be submitted in the following format: <ul style="list-style-type: none"> • A completed original with all Returnables • 1 (one) copy of the original with all Returnables • 1 (one) electronic copy of the completed original with all compulsory Returnables on the memory stick
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box : Office Block Foyer</p> <p>Physical Address : Mhlathuze Water Corner of South Central Arterial & Battery Bank Alton RICHARDS BAY 3900</p> <p>Identification Details : MW/93/4/2022/2023</p> <p style="text-align: center;">REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT LABORATORY AT NSEZI WTW</p> <p>Tenderers are to ensure that the proposals submitted will fit into the tender box slot (opening) which measures 440mm x 90mm. Prior arrangement on the submittal of large tender documents should be made with the SCM Bid Administrator</p>
F.2.13.6	A two-envelope procedure will NOT be followed.
F.2.15.1	The closing time for submission of tender offers is @ 12h00 on 17 May 2023
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed and late tender offers will not be accepted.

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Clause Number	Addition or Variation to Standard Conditions of Tender
F.3.7	Accept that failure to submit certificates stated in the Tender Data and failure to complete in full the tender document shall result in tender being regarded as non-responsive.
F.2.16.1	The tender offer validity period is 120 working days from the tender closing date. If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the closure of business on the next working day.
F.2.18	Provide, on request by the <i>Employer</i> , any other material information that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the <i>Employer</i> for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the <i>Employer's</i> request, the <i>Employer</i> may regard the tender offer as non-responsive.
F.2.20	Upon request by the Employer, the successful Tenderer shall submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.
F.2.22	Return all retained tender documents within 14 days after the expiry of the validity period
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1. An original valid Tax Clearance Certificate issued by the South African Revenue Services; 2. A valid Letter of good standing with the compensation fund or with a licensed compensation insurer; 3. Tendering Entity's latest valid B-BBEE Certificate or Sworn Affidavit applicable as per the latest B-BBEE Legislation must accompany Returnable Schedule 9 4. Proof of registration on the National Treasury Central Supplier Database. Go to https://secure.csd.gov.za/Home/ to register. <p>Note: Refer to Section T2.1 for List of Returnable Documents</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. A joint venture agreement, signed by both partners in a joint venture is in place. 2. Roles, responsibilities and percentage split of joint venture partners must be clearly defined.

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Clause Number	Addition or Variation to Standard Conditions of Tender
F.3.3	<p>Site meeting / Briefing session</p> <p>A compulsory briefing session will be held at Mhlathuze Water Head Office, located Cnr of South Central Arterial and Battery Bank, Alton, Richards Bay at Amanzi Meeting Room on the 09 May 2023 at 10h00. A site inspection will be done after the meeting.</p>
F.3.4	<p>Tenders will be opened in public. Open tender system will be implemented.</p> <p>Submissions must be placed in the Mhlathuze Water tender box situated at the Office Block Foyer before 12h00 17 May 2023</p> <p>REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT LABORATORY AT NSEZI WTW and addressed to Mhlathuze Water–Supply Chain Management.</p>
F.3.11	The responsibility rests with the prospective tenderer to provide all the information required by Mhlathuze Water to claim preferential points. Failure to submit the information shall result in preferential points not being awarded.
F.3.11.4	Method 2: Financial offer and Preference.
F.3.11.7	Formula 2 option 2 to calculate the value of A. $W_1 = 90$
F.3.11.8	<p>Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. 80/20</p> <ul style="list-style-type: none"> • 80 Price • 20 Specific goals

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Clause Number	Addition or Variation to Standard Conditions of Tender																
	MW Specific Goals	MW Specific Goals Narrative	80/20														
			R1m up to R50m incl VAT														
	Race (HDP)	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	4														
	Gender (HDP)	Female Equity Ownership (51%)	4														
	Disability (HDP)	In respect of a person, a permanent impairment of a physical, intellectual or sensory function.	3														
	Black Youth	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	5														
	Black People Living in Rural Areas	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2														
	Black Military Veterans	Black Equity Ownership – 100% (Africans, Coloureds and Indians)	2														
	Total number of preferential procurement points		20														
	<p>A bidder will not be disqualified from the bidding process if the bidder does not submit evidence of the specific goals applied for, such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively.</p> <p>The BBBEE Certificate will continue to be the primary means of verification where applicable. Other supplementary means of verification will be as follows:</p> <table><tr><th>MW Specific Goals</th><th>Means of Verification</th></tr><tr><td>Race HDP <i>(Black Equity Ownership HDP)</i></td><td>CIPC Registration Certificate/ CSD Printout</td></tr><tr><td>Gender HDP <i>(HDP Women Equity Ownership)</i></td><td>% of ownership (CIPC Registration Certificate/ CSD Printout)</td></tr><tr><td>Black Owned</td><td>B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1)</td></tr><tr><td>Disability <i>(Disability Equity Ownership)</i></td><td>Medical Certificate</td></tr><tr><td>Black People Living in Rural Areas<i>(Equity Ownership)</i></td><td>Utility bill, lease agreement, letter from a councillor or traditional authority</td></tr><tr><td>Military Veterans <i>(Equity Ownership)</i></td><td>Letter of confirmation from Department of Military Veterans</td></tr></table>				MW Specific Goals	Means of Verification	Race HDP <i>(Black Equity Ownership HDP)</i>	CIPC Registration Certificate/ CSD Printout	Gender HDP <i>(HDP Women Equity Ownership)</i>	% of ownership (CIPC Registration Certificate/ CSD Printout)	Black Owned	B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1)	Disability <i>(Disability Equity Ownership)</i>	Medical Certificate	Black People Living in Rural Areas <i>(Equity Ownership)</i>	Utility bill, lease agreement, letter from a councillor or traditional authority	Military Veterans <i>(Equity Ownership)</i>
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Clause Number	Addition or Variation to Standard Conditions of Tender																
F 3.11.5	<p>Pre-qualification criteria</p> <p>The pre-qualification criteria and maximum score in respect of each of the criteria are as follows and sufficient detail must be provided in experience sheets/support documentation attached to the Tenders for evaluation purposes:</p> <p>Total maximum points for Functionality Items is 80</p> <p>The minimum number of points to be obtained for Functionality (based on the Criteria below) shall be 71 points of the maximum points for the tenderer to be evaluated further.</p> <p>The table below lists the breakdown of the scoring criteria and the sub-minimum score per functionality criteria. A sub-minimum score as per the table below must be scored on the Tenderers Experience and Key Personnel functionality criterion.</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Point Allocation</th></tr> </thead> <tbody> <tr> <td>1. Company Experience</td><td></td></tr> <tr> <td>1.1 Civil/Mechanical</td><td>10</td></tr> <tr> <td>1.2 Electrical works</td><td>10</td></tr> <tr> <td>2. Project Value</td><td>10</td></tr> <tr> <td>3. Experience of Key Personnel</td><td>30</td></tr> <tr> <td>4. Locality</td><td>20</td></tr> <tr> <td>Total</td><td>80</td></tr> </tbody> </table>	Criteria	Point Allocation	1. Company Experience		1.1 Civil/Mechanical	10	1.2 Electrical works	10	2. Project Value	10	3. Experience of Key Personnel	30	4. Locality	20	Total	80
Criteria	Point Allocation																
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4. Locality	20																
Total	80																
	<p>1. Company Experience</p> <p>It is a strict requirement that the Tenderer submit proof of completion of the contract by attaching a copy of signed Certificate of Completion of Works by all parties with corresponding appointment letter or Purchase Orders. Alternatively, completed schedule 10 per project with clear project scope in order to claim points for projects listed in Schedule 3.1.</p> <p>Or complete schedule 3.1 and attached supporting positive reference letters confirming successful completion of the previous project, project value and period of performance. No appointment letter or Purchase Order will be accepted without proof of completion submitted either in a signed reference letter confirming successful completion by Employer</p>																

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Clause Number	Addition or Variation to Standard Conditions of Tender																																												
	<p>or a signed copy of completion certificate by all parties or completed schedule 10. It must be noted that no points shall be awarded for reference letters if they are not relating to the experience requested above.</p> <p>Returnable Schedule 3.1, 3.2 & 10 is included in the tender document.</p> <p><u>1.1 Civil/Mechanical</u></p> <table><tr><td>Bidder's previous experience in construction projects with civil /Mechanical works in the last 10 years</td><td>MAX 10</td><td></td></tr><tr><td>0 Projects</td><td>0</td><td rowspan="5"></td></tr><tr><td>1 Project</td><td>3</td></tr><tr><td>2 Projects</td><td>6</td></tr><tr><td>3 Projects</td><td>10</td></tr><tr><td>TOTAL FOR COMPANY EXPERIENCE 1.1</td><td>MAX 10</td></tr></table> <p><u>1.2 Electrical Works</u></p> <table><tr><td>Bidder's previous experience in construction projects with electrical works in the last 10 years</td><td>MAX 10</td><td></td></tr><tr><td>0 Projects</td><td>0</td><td rowspan="5"></td></tr><tr><td>1 Project</td><td>3</td></tr><tr><td>2 Projects</td><td>6</td></tr><tr><td>3 Projects</td><td>10</td></tr><tr><td>TOTAL FOR COMPANY EXPERIENCE 1.2</td><td>MAX 10</td></tr></table> <p>Note: Bidder with a project which includes combined scope (Civil/Structural and Electrical) shall score points for both civil and electrical categories above with one project. If one of the JV partners has done work of the scope requested above, the JV shall get points.</p> <p><u>Project Value</u></p> <table><tr><td>Bidder's value of any individual project undertaken in the in the last 10 years</td><td>MAX 10</td><td></td></tr><tr><td>0 Projects</td><td>0</td><td rowspan="5"></td></tr><tr><td>R200 000-R400 000 Project</td><td>3</td></tr><tr><td>Above R400 000 – R800 000 Projects</td><td>6</td></tr><tr><td>Greater than R800 000</td><td>10</td></tr><tr><td>TOTAL FOR COMPANY EXPERIENCE</td><td>MAX 10</td></tr></table> <p>Note: if one of the JV partners has done work of the value requested above, the JV shall get points.</p>			Bidder's previous experience in construction projects with civil /Mechanical works in the last 10 years	MAX 10		0 Projects	0		1 Project	3	2 Projects	6	3 Projects	10	TOTAL FOR COMPANY EXPERIENCE 1.1	MAX 10	Bidder's previous experience in construction projects with electrical works in the last 10 years	MAX 10		0 Projects	0		1 Project	3	2 Projects	6	3 Projects	10	TOTAL FOR COMPANY EXPERIENCE 1.2	MAX 10	Bidder's value of any individual project undertaken in the in the last 10 years	MAX 10		0 Projects	0		R200 000-R400 000 Project	3	Above R400 000 – R800 000 Projects	6	Greater than R800 000	10	TOTAL FOR COMPANY EXPERIENCE	MAX 10
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	Greater than 5 years relevant post qualification experience	10	
	2.3. Safety Representative Minimum requirements: - Formal Health and Safety SETA accredited training certificate or any equivalent certificate	MAX 10	
	Name of key personnel to be assessed:		
	<1 Years relevant post qualification experience or not meeting minimum requirements or no key person provided	0	
	From 1-3 years relevant post qualification experience	3	
	Between 3-5 years relevant post qualification experience	6	
	Greater than 5 years relevant post qualification experience	10	
	TOTAL FOR KEY PERSONNEL	MAX 30	
	Note: detailed CV and certified copies of qualifications and certificates must be attached in order to claim points.		
	3. Locality	MAX 20	
	-Within City of Mhlathuze	20	
	-Outside City of Mhlathuze but within King Cetshwayo DM	15	
	-Outside King Cetshwayo Boundaries	10	
	TOTAL FOR LOCALITY	MAX 20	
	Note: Points for locality will only be scored if the bidder submits either a valid lease agreement or municipal rates bill or signed traditional council's letter or Ward councillor's signed letter confirming business operating address not older than 3 months. An intent to lease an office will not be accepted.		
F3.13	Add the following to the clause: Accept that tender offers will only be accepted if: (a) the tenderer has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services. (b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (c) the tenderer has not: (i) abused the Employer's Supply Chain Management System; or (ii) failed to perform on any previous contract with the Employer and has been given written notice to this effect.		

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Clause Number	Addition or Variation to Standard Conditions of Tender
	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION –

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**PART T1
TENDERING PROCEDURES**

T 1.3 Standard Conditions of Tender

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STANDARD CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

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

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

Note:

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

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C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used

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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.

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C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C2.10.2 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.

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing

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

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

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

C.2.19 Inspections, tests and analysis

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

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

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used

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to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

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- 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 Arithmetic errors, omissions and discrepancies

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

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

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

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

C.3.9.4 The employer must correct the arithmetical errors in the following manner:

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

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C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

Requirement Qualitative interpretation of goal

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

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The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities,

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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, 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Notice to unsuccessful tenderers

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

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C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

END OF SECTION -

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

STAGE ONE: ELIGIBILITY

The test for Eligibility the following:

STAGE ONE: Test for Administrative Responsiveness	BID Reference
<ul style="list-style-type: none"> The tenderer completed the Declaration of Interest 	
<ul style="list-style-type: none"> Active Contractor's Certificate of Registration with CIDB Grading (3GB/ME or higher) 	
<ul style="list-style-type: none"> COID's Letter of Good Standing. 	
<ul style="list-style-type: none"> Compulsory briefing certificate 	
<ul style="list-style-type: none"> Company Registration Documents 	

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

STAGE TWO: TEST FOR ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include the following:

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

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

STAGE THREE: TEST FOR SUBSTANTIVE RESPONSIVENESS TO THE BID

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

Pre-Qualification Criteria	BID Reference
<ul style="list-style-type: none"> Whether any pre-qualification criteria set by Mhlathuze Water, have been met 	

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Pre-Qualification Criteria	BID Reference
<ul style="list-style-type: none">Price and preference	

END OF SECTION –

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**PART T2
RETURNABLE DOCUMENTS**

T 2.1 List of Returnable Documents

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RETURNABLE DOCUMENTS

Tenderers are required to submit the following with their tenders:

Schedule No.	Description	Submitted YES / NO
A	Proof of Company Registration Documents	
B	Contractor's Certificate of Registration with CIDB Grading (3GB/ME)	
C	COID's Letter of Good Standing or Similar	
D	Certified Copies of Identity Documents of Shareholders/Members/Directors of the Business	
E	A certified copy of Vat Registration Certificate (if vat number not included in the tax clearance certificate)	
F	A signed copy of Partnership / JV Agreement (where applicable)	
G	A certified valid copy Of BBBEE Certificate or a Sworn Affidavit if Company is an EME or QSE	
H	Proof of registration with National Treasury Central Supplier Database (CSD)	
I	Preliminary Programme, Cash Flow and Staff Organogram	
J	Curriculum Vitae With certified copies of Qualifications and certificates of Key Personnel	
K	Quality, Environmental, and H&S Management System / plans	
L	Tax compliance status pin	
M	Proof of Business Address	

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

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A. PROOF OF COMPANY REGISTRATION DOCUMENTS

[Attach copies here]

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B. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

[Certified Copies of ID documents to be inserted here]

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C. COID LETTER OF GOOD STANDING

[Attach copies here]

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

[Attach copies here]

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

[Attach copies here]

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

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

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

[Attach copies here]

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

[Attach copies here]

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I. PRELIMINARY PROGRAMME, CASH FLOW AND STAFF ORGANOGRAM

[Attach copies here]

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

[Attach copies here]

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

Tick the following as appropriate:

Quality Management System

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

Environmental Management System

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

Health and Safety Management System

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

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L. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

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

"Tax clearance certificate

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

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

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

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

Trading Name: _____

Tax reference number: _____

Request reference number: _____ and

PIN: _____.

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

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

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

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M. PROOF OF BUSINESS ADDRESS

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

[Attach copies here]

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PART T2
RETURNABLE DOCUMENTS

T 2.2 Returnable Schedules

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

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

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Essential Returnable

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise

Section 2: VAT registration number (if any)

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

Name	Identity Number	Personal Income Tax Number

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

Section 4: Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 5: Records in the service of the State

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

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

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<input type="checkbox"/>	a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	a member of any provincial legislature

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

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

NB: Please attach a separate page if necessary.

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

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

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

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

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

Name of spouse, child, relative or parent	Name of institution, public office, board or organ of state and position held	Status of service (i.e. current or within the last 12 months)

NB: Please attach a separate page if necessary.

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

NAME	IDENTITY NUMBER	CITIZENSHIP	PDI STATUS (YES/NO)	DATE OF OWNERSHIP	% OWNED	VOTING %

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

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

- (i) confirms that neither the name of the enterprise or the name of any partner, manager, director or any other person who partly or wholly exercises or may exercise control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (ii) confirms that no partner, member, director or any other person, who partly or wholly exercise or may exercise control over the enterprise has, within the last five (5) years been convicted of fraud or corruption;
- (iii) confirms that he/she or any of the partners, members, directors or any other person is not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (iv) confirms that the contents of this questionnaire are within his/her personal knowledge and are to the best of his/her belief both true and correct.

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

Name: _____ **Position:** _____

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Essential Returnable

SCHEDULE 2: AUTHORITY OF SIGNATORY

Tenderers shall submit with their tenders the following information:

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

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

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

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

Mr/Ms (*Print Name*)

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

(*Print Company Name*)

.....
.....

Signed on behalf of Company :

In his/her capacity as :

Date :

SIGNED ON BEHALF OF TENDERER:

SIGNATURE OF SIGNATORY:

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Essential Returnable

**SCHEDULE 3.1: COMPANY EXPERIENCE WITH IN ELECTRICAL /MECHANICAL AND GENERAL BUILDING
WORKS IN THE LAST 10 YEARS**

Company (Client) Name, Company Representative contact details	Project Description	Electrical/Mechanical (Tick)	General Building works (Tick)	Contract duration (Start and End date)	Contract Value

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Company (Client) Name, Company Representative contact details	Project Description	Electrical/Mechanical (Tick)	General Building works (Tick)	Contract duration (Start and End date)	Contract Value

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

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

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

Compulsory Returnable

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

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

[Attached completion certificates to this sheet]

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

Compulsory Returnable

This is to certify that

_____ (Tenderer)

of

_____ (address)

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

Held at:	Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900	
On (date)	09 May 2023	Starting time: 10h00

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

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

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

Name

Signature

Capacity

Name

Signature

Capacity

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SCHEDULE 5: TENDERER BANK DETAILS

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

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Essential Returnable

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

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SCHEDULE 7: ALTERATIONS / AMENDMENTS BY TENDERER

Essential Returnable

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

Page No.	Clause / Description

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

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

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SCHEDULE 8: DECLARATION OF INTEREST

Essential Returnable

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal, or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

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

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

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

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

.....

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

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

.....
.....

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

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

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4 DECLARATION

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

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

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

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

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SCHEDULE 9: PREFERENCE POINTS CLAIM FORM

SBD 6.1

Essential Returnable

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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3.1.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(80/20 preference point system is applicable, corresponding points must also be indicated as

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

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

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

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MW Specific Goals	Means of Verification
Race HDP (Black Equity Ownership HDP)	CIPC Registration Certificate/ CSD Printout
Gender HDP (HDP Women Equity Ownership)	% of ownership (CIPC Registration Certificate/ CSD Printout)
Black Owned	B- BBBE Level as per No 53 of 2003 by No 46 of 2013 as per amended financial Sector Codes of Good Practice issued under section 9 (1)
Disability (Disability Equity Ownership)	Medical Certificate
Black People Living in Rural Areas(Equity Ownership)	Utility bill, lease agreement, letter from a councillor or traditional authority
Military Veterans (Equity Ownership)	Letter of confirmation from Department of Military Veterans

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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- 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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Essential Returnable

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

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

A : DETAILS OF TENDERER WHO IS ASKING FOR THE REFERENCE

_____ -

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

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

_____ -

Full details of the organisation / person providing the reference

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

Contract Number : _____

Description : _____

Estimated Performance Period _____ **4 months** _____

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

Description : _____

Did work comprise Electrical/Mechanical works? : _____

Did work comprise general building works?: _____

Date started: / Date completed : / Value on completion : R Incl. VAT

E : Ratings on aspects below on the performance of the tenderer (A above) on the contract / project (E above)

UNACCEPT-
ABLE

ACCEPTABLE

Tenderer completed the work successfully and timeously

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Signature : _____

DATE : _____

H :DETAILS OF SIGNATORY ABOVE

Full Names :

Capacity :

Landline : _____ **Cell phone :**

Email :

COMPANY STAMP: REFEREE

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

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

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

1. General Conditions

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

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

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Where

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

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

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

1.6 A bid may be disqualified if –

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

2. Definitions

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

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

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

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold	Threshold Offered by the Tenderer
Conveyance Pipes	80% to 100%	%
Electrical and Telecom Cables	90%	%
Steel Value Added Products	100%	%
Plastic Pipes	100%	%
Air conditioner	80 to 100%	%
Cement	100%	%

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

(*Tick applicable box*)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(*Tick applicable box*)

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

- 5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

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(c) Telephone and cell number:

(d) Email address:

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

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

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LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SANS 1286:2017)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

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

NOTE: The tender must sign this form as a commitment to comply with local content requirements. The actual costs of materials will be monitored during construction. A signed form even without figures should be acceptable at evaluation and should not disqualify the bidder.

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Essential Returnable

SCHEDULE 12: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

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B. Certificate for Partnership

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

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture (Where applicable)

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

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____

Date _____

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Name

Position

Sole Proprietor

SCHEDULE 13 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

Essential Returnable

NAME OF ENTITY:

1. I/we

—

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

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

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communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFP relates.
8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed

Date

Name

Position

Tenderer

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SCHEDULE 14: SUPPLIER INTEGRITY PACT

Essential Returnable

PREAMBLE

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

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

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

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

1. Objectives

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

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

2. Commitments of Mhlathuze Water

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

- 2.1 Mhlathuze Water hereby undertakes that no employee of Mhlathuze Water connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or

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accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

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

3. Obligations of the Bidder / Supplier

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

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process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

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

4 Disqualification from Bidding Process

- 4.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Mhlathuze Water may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 4.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question, Mhlathuze Water may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined
-

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by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Mhlathuze Water reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

5 Grounds for Blacklisting

- 5.1 A Bidder / Supplier may be blacklisted where it has submitted a bid, or concluded a contract in the capacity of agent or subcontractor or has been associated with such a Bid or contract and the Bidder / Supplier has:
- a) withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) after being notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming a part of the bid documents;
 - c) carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) acted in a fraudulent or improper manner or in bad faith towards Mhlathuze Water or any Government Department or towards any public body, enterprise or person;
 - f) made any incorrect statement in a certificate or other communication with regard to the Local Content of its Goods or its B-BBEE status and is unable to prove to the satisfaction of Mhlathuze Water that:
 - (i) it made the statement in good faith honestly believing it to be correct; and
 - (ii) Before making such statement it took all reasonable steps to satisfy itself of its correctness.

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g) caused Mhlathuze Water damage, or to incur costs in order to meet the *Consultant's* requirements and such costs could not be recovered from the *Consultant*; and

h) litigated against Mhlathuze Water in bad faith.

5.2 As soon as Mhlathuze Water detects misconduct by a Bidder / Supplier falling within one of the grounds for blacklisting, the matter must immediately be reported to the Procurement Division. The Procurement Division will review the motivation for blacklisting. If possible grounds for blacklisting exist, a forensic audit may be conducted to establish whether the grounds for blacklisting are valid.

5.3 Should the forensic report establish that possible grounds for blacklisting exist, the matter will be referred to the Mhlathuze Water Legal Department for further action. The Mhlathuze Water Legal Department will inform the Bidder / Supplier, its directors and all associate entities by registered mail of the intention to blacklist. The letter will also indicate whether Mhlathuze Water intends to cancel any existing contracts with the Bidder / Supplier.

5.4 The Bidder / Supplier will be afforded a period of 14 (fourteen) working days within which to make representation as to why they should not be blacklisted or why existing contracts should not be cancelled. After the 14 (fourteen) day period, the Mhlathuze Water Legal Department will consider and deal with the responses (if any) from the Bidder / Supplier.

6 Previous Transgressions

6.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

6.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered.

7 Sanctions for Violations

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

7.1 Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue.

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-
- 7.2 Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier.
- 7.3 Recover all sums already paid by Mhlathuze Water
- 7.4 Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments already made by Mhlathuze Water, along with interest.
- 7.5 Cancel all or any other contracts with the Bidder / Supplier.
- 7.6 Exclude the Bidder / Supplier from entering into any bid with Mhlathuze Water in future.

8 Conflicts of Interest

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

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involved in the sourcing process, where this is done. Mhlathuze Water shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

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

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

11 Dispute Resolution

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

12 General

- 12.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
-

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- 12.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 12.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 12.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Mhlathuze Water employees, Mhlathuze Water expects its Bidders / Suppliers to report this behaviour directly to a senior Mhlathuze Water official / employee or alternatively by using Mhlathuze Water "Tip-Off Anonymous" hotline number **0800 003 056**, whereby your confidentiality is guaranteed.

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

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

MHLATHUZE WATER

Signed at: _____ on
_____ 20_____

Signature: _____ (duly
authorised)

Full name and surname:

Position:

BIDDER / SUPPLIER

Signed at: _____ on
_____ 20_____

Signature: _____ (duly
authorised)

Full name and surname:

Position:

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SCHEDULE 15: MHLATHUZE WATER SUPPLIER DECLARATION FORM

Essential Returnable

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

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

General Terms and Conditions:

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

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

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

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

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Essential Returnable

SCHEDULE 16: MUTUAL NON-DISCLOSURE AGREEMENT

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

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

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

and _____

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

1. Purpose

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the purpose of planning, developing and/or constructing services associated with **PROVISION OF AC INTERFERENCE MITIGATION SYSTEM SUPPLY, INSTALLATION AND COMMISSIONING FOR EMPANGENI PIPELINE-COMPLETION**

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

2. Definition

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

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3. Exclusions

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

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

4. Non-Disclosure of Confidential Information

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

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

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

6. Non-Solicitation

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

7. Mandatory Disclosure

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

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shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

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

9. No License Granted

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

10.No Representations

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

11.Term

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

12.Miscellaneous

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

13.Governing Law and Jurisdiction

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

14.Disputes

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

15. Remedies

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

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

Signed		Date
	_____	_____
Name		Position
	_____	_____
Tenderer	_____	

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SCHEDULE 17: TENDER CLARIFICATION REQUEST FORM

Essential Returnable

RFP deadline for questions / RFP Clarifications: **12h00 on Friday 11 November 2022**

TO: Mhlathuze Water

ATTENTION: Administrator

EMAIL tenders@mhlathuze.co.za

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

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SCHEDULE 18: CREDIT CHECK AND REFERENCE

Essential Returnable

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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SCHEDULE 19: PROTECTION OF PERSONAL INFORMATION

Act Consent

Essential Returnable

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

Signed

Date

Name

Position

Tenderer

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PART C1

AGREEMENTS AND CONTRACT DATA

C 1.1 Form of Offer and Acceptance

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FORM OF OFFER AND ACCEPTANCE

Compulsory Returnable

OFFER

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

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

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

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

Main Offer:

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

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

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Signatures

Name(s)

Capacity

Date

for the Tenderer

(Name and address of organisation)

Names & signatures of witnesses

Signatures

Name(s)

Date

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ACCEPTANCE

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

The terms of the contract, are contained in

- Part T1 Tendering Procedures
- Part T2 Returnable Documents
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information
- Part C5 Particular Specifications
- Part C6 Drawings
- Part C7 Annexures

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data

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at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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Signatures

Name(s)

Date

for the Purchaser

Names & signatures of witnesses

Signatures

Name(s)

Date

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SCHEDULE OF DEVIATIONS

Notes :

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

1. Subject

Details.....

2. Subject

Details.....

3. Subject

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Details.....

4. Subject

Details.....

5. Subject

Details.....

6. Subject

Details

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

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

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FOR THE TENDERER:

Signatures

Name(s)

Capacity

Date

for the Tenderer

_____ (Name and address of organisation)

Names & signatures of witnesses

Signatures

Name(s)

Date

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FOR THE EMPLOYER:

Signatures _____

Name(s) _____

Capacity

for the Purchaser _____ (Name and address of organisation)

Names & signatures of witnesses

Signatures _____

Name(s) _____

Date _____

END OF SECTION -

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**PART C1
AGREEMENTS AND CONTRACT DATA**

C 1.2 Contract Data

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C 1.2.1 CONDITIONS OF CONTRACT

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The latest revision of the "The JBCC Principal Building Agreement (May 2018 Edition 6.2), Principal Building Agreement" as recommended by the Joint Buildings Contracts Committee. Copies of these documents may be obtained from the from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Clause	Data
1.1	The Employer is. Name: Mhlathuze Water The address of the Employer is: Mhlathuze Water Address (physical): Mhlathuze Water Head Office, Cnr South Central Arterial & Battery Bank Richards Bay 3900
1.2	The Principal Agent is: Mhlathuze Water Name : Mr Sithelo Ngubane Email : sngubane@mhlathuze.co.za

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1.3	The Agent (1) is: Mhlathuze Water Name : Mr Gontse Mokgoetsi Email : gmokgoetsi@mhlathuze.co.za
1.4	The Agent (2) is: N/A Name :
1.5	The Agent (3) is: N/A Name :
1.6	The Agent (4) is: N/A Name :
1.7	The Agent (5) is: N/A Name :
1.8	The Agent (6) is: N/A Name :
1.9	The works comprises of <ul style="list-style-type: none">• Refurbishment of 45m² existing Laboratory with Control room• Architectural / Building Works• Mechanical Works• Electrical Works
1.10	The site is at Nsezi Water Treatment Plant, Richards Bay

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1.11	The provisional bills of quantities have been drawn up in accordance with the measurement system stated in the Pricing Data
1.12	The contract documents are listed in Form of Offer and Acceptance
1.13	The drawings upon which the accepted tender is based are listed in the Scope of Work
1.14	The contract sum is the offered total of prices inclusive of VAT as stated in the Form of Offer and Acceptance
1.15	The governing law is the law of South Africa
3.1	Delete Clause
3.5	The principal agent shall complete the contract data and arrange for signing of this agreement once the contract documents have been provided and effected. Formal signatories are required to render this agreement binding
3.3 31.16.2	Waiver of the contractor's lien or right on continuing possession is required.
3.6	The original signed set of contract documents is to be held by the employer .
3.7	1 copy of drawings, unpriced bills of quantities and contract documents are to be supplied to the contractor free of charge
5.5	The interest of the principal agent or other agents in the project as follows:
8.5	The contractor shall not be liable for the cost of making good physical loss and repairing damage to the works where this results from any of the following circumstances only if such making good of physical loss and repairs have been approved in writing by the employer
9.2.2	Delete Clause
10.1.1 12.6	Contract works insurance is to be effected by the Contractor for the sum of the contract sum with a deductible in an amount TBC
10.1.2 11.1-3 12.6	Supplementary insurance is to be effected by the N/A for the sum of R N/A with a deductible in an amount R N/A
10.1.3 12.6	Public liability insurance is to be effected by the Contractor for the sum of R 2 000 000.00 with a deductible in an amount R TBC
11.1.2-3	Special insurance is to be effected by the N/A for:..... N/A

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12.1	Type of special insurance For the sum of..... With a deductible of
	Temporary lateral support N/A
	Geotechnics N/A
12.2	The contractor responsible for effecting the insurances shall make available to the employer, before commencement of the construction period, documentary evidence that insurances have been effected. A copy of the insurance policies shall be provided to the other party within thirty (30) calendar days of the commencement of the construction period. Approval by the other party shall be deemed unless a reasonable objection is lodged within fourteen (14) calendar days of receipt of such policies. Where required, the contractor shall provide evidence of renewal to the other party before the expiry of the current period of insurance.
12.3	Where the employer effects such insurances, consequent on the contractor's default, the employer may recover expense and loss resulting there from (33.0)
12.5	Delete Clause
14.1	The contractor is to provide a fixed construction guarantee .
14.8	Delete Clause
15.1.2	The contractor is to submit the following documents to the principal agent : <ul style="list-style-type: none"> • CVs for Key Personnel • Program of Works • Works Insurances • Performance Guarantee • Cashflow • Safety File
15.2.1	Possession of the site is to be given TBC
15.3	The period for the commencement of the works after the contractor takes possession of the site is 7 working days
15.4 28.0	Completion of the works in sections is required. N/A
16.1	The following restrictions apply to the site : The site is situated in the cbd of Tshwane. The area is congested and has high traffic volumes. Consideration to the traffic will have to be taken into account.

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16.4	The geotechnical investigations of the site that have been undertaken are described in the Site Information.			
16.6	The specific requirements for the occupation of existing premises are.....			
16.7	The provision of the following temporary services are required on the basis as indicated in the nominated option:			
	Service			
	Water		A	
	Electricity		A	
	Telecom		A	
	Ablutions		A	
	Note: Option A = Contractor at his cost; Option B = Employer free of charge; Option C = Employer metered (contractor cost)			
16.8	The employer's specific requirements for trees and shrubs are. N/A			
22.2	The type of work and extent of work to be undertaken by direct contractors is as per scope of works			
24.3.1 30.1-3	For the works as a whole: The date for practical completion is [4 months] inclusive of the national builder's break from the date of commencement of works The penalty per calendar day is			
24.3.1 28.1	The date for practical completion and the penalty per calendar day is as follows: N/A			
	Section		Date	Penalty amount
	1	
	2	
	3	

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	4	
	5	
	6	
	7	
	Whole of the works	
24.9	On achievement of practical completion, the contractor is to hand over ALL RELEVANT MANUALS related to the works as listed below:			
	a) Manual for all electrical installations and COCs			
	b) Manuals for all mechanical installation			
	c) As built drawings			
27.2.2	Delete Clause			
29.5	The contractor shall, within (20) working days of the delay ceasing, submit such a claim to the principal agent , failing which the contractor shall forfeit such a claim			
31.3	The interim payment certificate is to be issued by the 25th day of the month			
31.5.3 32.13	The contract value shall NOT be adjusted according to CPAP .			
31.9	31.9.1The employer shall pay the amount certified in an interim payment certificate by the last calendar day of the month, provided that the employer receives the interim payment certificate from the contractor on or before the 5th calendar day of the month for which the services are being rendered, failing which the invoices will be paid by the last calendar day of the following month.			
31.9	31.9.2 Should the 5th calendar day of the month fall on a weekend or public holiday, documentation should be provided by the first working day subsequent to the 5th calendar day.			
31.9	31.9.3 Furthermore, the contractor will ensure that a statement accompanies all interim payment certificates requested for payment.			

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31.9	31.9.4 No payment will be effected if client is not in possession of a valid Tax Clearance Certificate issued by the South African Revenue Services
31.6	Delete Clause
32.4	Delete Clause
32.6	The contractor shall notify the principal agent within (20) working days from becoming aware or from when he ought reasonably to have become aware of such expense and loss [32.5] failing which no compensation will be made. Where such notice has been given:
34.10	34.10.1 The employer shall pay the amount certified in an interim payment certificate by the last calendar day of the month, provided that the employer receives the interim payment certificate from the contractor on or before the 5th calendar day of the month for which the services are being rendered, failing which the invoices will be paid by the last calendar day of the following month.
34.10	34.10.2 Should the 5th calendar day of the month fall on a weekend or public holiday, documentation should be provided by the first working day subsequent to the 5th calendar day
34.10	34.10.3 Furthermore, the contractor will ensure that a statement accompanies all interim payment certificates requested for payment
34.10	34.10.4 No payment will be effected if client is not in possession of a valid Tax Clearance Certificate issued by the South African Revenue Services
37.3.8	The latent defects period shall end [27.2.1]
38.1.1	Delete Clause
38.1.4	Delete Clause
38.2	Where the contractor considers terminating this agreement , notice shall be given to the employer and the principal agent of the default [38.1]. Should such default persist for (14) working days after the date of issue of such notice the contractor may give notice of termination to the employer and principal agent . Such termination shall be without prejudice to any rights that the contractor may have
40.4.2	The arbitration rules as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Associations of Arbitrators (Southern Africa)
	The variations to the General Conditions of Contract are: Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:

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	AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
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Contract Data

Data provided by the Contractor

The Contractor is advised to read the *JBCC Series 2000 Principal Building Agreement (Edition 5.0)* and section 3.0 *Payment and adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684)

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

Clause	Data with reference to the JBCC Series 2000 Principal Building Agreement
1.1	The Contractor is. Name :
1.2	The address of the Contractor is: Address (physical) : Address (postal) : Telephone : Facsimile: E-mail :

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14.3	The security provisions selected are: Variable construction guarantee	No
14.4	Fixed Construction Guarantee	Yes
14.5	Advanced Payment is required	Not offered
Clause	Data with reference to Clause 3.0 Payment and Adjustment of Preliminaries of the JBCC Series 2000 Principal Building Agreement Contract Data – Contractor to Employer	
3.1.1 and 3.1.2 (see 32.12 of PBA)	Payment of preliminaries: Option (insert A or B)	
3.2.4	Contract Value shall be adjusted according to the CPAP (3.1) ruling stated in the Contract Data – Employer to Contractor 31.5.3 NOT APPLICABLE	
3.2.6 (see 32.12 of PBA)	Adjustment of preliminaries: Option (insert A or B)	

.....
Signature

.....
Date

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SECTION 3: SPECIAL CONDITIONS OF CONTRACT PART 1

1. GENERAL

These special Conditions of Contract generally contain clauses that are either deemed to be additions, elaborations or variations to the Principal Building Agreement. Accordingly, these Special Conditions of Contract must be read in conjunction with the Principal Building Agreement and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable. In addition, it shall be deemed that any reference to Contractor shall mean Principal Building Contractor, as defined in the JBCC Principal Building Agreement.

2. SCOPE OF THE CONTRACT

The scope of the contract for each Tender option/s, if applicable, is described in the Specifications, Drawings, Bills of Quantities, Contract Conditions and the Contract Variables, as applicable.

3. CONFIDENTIALITY OF CONTRACT DOCUMENTS

It shall be deemed that the details of the documents shall be treated as private and confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the Principal Agent in writing.

4. PROGRAMME

The Contractual Site possession and Practical Completion Date and any other relevant dates for this contract is stated in CONTRACT VARIABLES: THE SCHEDULE.

Time, cost and quality are to be considered the essence of this Agreement. Accordingly, it shall be deemed that the works programme prepared and issued in "*Primavera*", *MS Project* or similar approved programming software, detailing each activity and duration is submitted by THE CONTRACTOR, IN ACCORDANCE WITH THE TENDER REQUIREMENTS PRIOR TO THE AWARD OF THE TENDER, and as amended in conjunction with the Employer's Agent and/or other Agents, shall be the basis of monitoring progress on the project. The works programme (programme) is to include construction activities, long lead procurement schedules, information required schedules, tenant information schedules and sub-contractor appointment schedules.

The Process to be adopted in finalizing the program shall be as follows:

- The Construction Project Manager and / or Employer's Agent shall evaluate the works programme to ensure the completeness of the work programmed, accuracy of the durations, relevance and

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completeness of the logic, dates on which information are requested, times allowed for long lead items and subcontractor appointment dates.

- Any shortcomings and/or further requirements shall be clearly indicated in a programme assessment report and issued to the contractor for correction and additions.

The contractor shall affect amendments to the programme based on above and the final contract programme shall be signed-off by the Project Team and shall be deemed to be the baseline / target contract programme. This programme, and the progress therein, (and relevant authorised revisions), will form the basis of adjudication of all clauses relating to time as specified in the contract document. The submission of the programme and the dates therein shall not excuse or relieve the principal contractor or its parties from completing the project within the timeframe specified in the contract documents.

- The contractor shall update the works programme at any time when the works been developed do not, or may not correspond to that originally programmed, or as formally instructed by the Project Manager and /or Employer's Agent. It shall be deemed that the principal contractor has, when updating or developing the programme, consulted with the relevant project team members as well as the relevant nominated and selected sub-contractors regarding procurement period, specifications and sequencing required.

The process to be adopted for **PROGRESS REVIEW** shall be as follows:

- The Project Manager and/or Employer's Agent, and the Contractor shall conduct a progress review on a pre-determined weekly interval. The progress for each activity of the works shall be evaluated, agreed upon and recorded in a report.
- The progress review shall incorporate procurement of long lead items, information release, fit - out information and sub-contractor appointments.
- The following information shall be recorded for each activity:
 - Actual start dates of the planned activities (if started),
 - Actual finish dates of the planned activity (if completed),
 - Estimated remaining durations of the planned activities that are still in progress,
 - Suspend and resume dates if a planned activity is suspended, and
 - Log text of delays incurred to planned activities.
- The result after the progress update must be closely evaluated and the relevance and accuracy of the results must be checked.

NOTE:

- The Contractor is not permitted to make any changes to the Works Programme without agreement by the Project Manager and/or Employer's Agent.

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- Extension of time claims due to inclement weather, late information, or any other reason shall far as practical, be evaluated the moment it is submitted and the effect on the contractual end date determined.
- A decision shall as far as practical be made immediately on the number of days to be granted to the contractor, if any.
- Claims that have no effect on the critical path shall be so recorded.
- A summary of the extension of time claims submitted, for both inclement weather and contractual claims must be included in the joint progress report.

4. DAMAGE TO THE WORK

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property. The contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Employer's Agent.

5. COMMUNICATION, MEDIA RELEASES, ETC.

The contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the Employer and/or the Employer's Agent.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The contractor shall not, without the written consent of the Employer's Agent, cause any statement or advertisement to be printed, screened or aired by the media.

6. COPYRIGHT

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **author**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

7. ESCALATION

This contract shall either **be subjected or not subjected to any form of Contract Price Adjustment Formulae such as the Haylett Formulae or similar**, which shall be dependent on

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the tender offer accepted. In this regard, it is deemed that for the fixed price option, the contract amount includes for any potential increases (except any variation in the rate of value added tax) in the cost of labour, materials, transport, etc.

The option applicable to this contract is as indicated below:

Option 1 – Subject To Escalation Price Contract

X

Option 2 – Fixed Price Contract

✓

KEY: ✓ - Tender Option Applicable
X - Not Required For This Tender

8. WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the contractor, and the contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the **EMPLOYER'S AGENT** for examination, the contractor shall furnish the **EMPLOYER'S AGENT** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

Notwithstanding the approval of these above-mentioned tests by the **EMPLOYER'S AGENT**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the defects liability period.

9. REPORTING OF ACCIDENTS/INCIDENTS

In addition, to any statutory obligations the contractor shall, as soon as practicable, report to the Employer's Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals.

If requested, the contractor shall submit a report in writing to the Employer's Agent within 12 hours of such request, setting out the full details of the occurrence.

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The Employer's Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

10. CO-OPERATION OF CONTRACTOR FOR COST CONTROL

It is deemed that the contractor accepts the obligation of assisting the Employer's Agent including Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

The cost control procedures are detailed on the Declaration for Cost Control and forms part of the Contract.

12. APPLICATION FOR PAYMENT

The Contractor shall submit the following information on a monthly basis to the Employer's Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions.
- A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions.

12. APPLICATION FOR PAYMENT (CONTINUED)

- A written declaration authenticated by the Contracts Manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the Contractor's Quantity Surveyor, prior to it being forwarded to the Employer's Agent and Quantity Surveyor for evaluation.
- If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an

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affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct.

- Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Employer's Agent reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of payment certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

13. IDENTIFICATION OF PERSONNEL

All personnel that are utilized on the project by the contractor and its sub-contractors, are at all times whilst on site, be clothed with clothing that clearly identifies each staff member.

14. INTERVENTION AT MANUFACTURE AND/OR SUPPLIER AND/OR SUB-CONTRACT LEVEL

The employer and its agents reserve the right to discuss and liaise on any issue pertaining to this contract with the contractor's service providers i.e., Manufacturers and/or suppliers and/or sub-contractors concerned (Nominated and Selected and Domestic). This right shall not create a privity of the contract between the employer and/or its agents and the said manufacturer and/or supplier and/or sub-contractors, (Nominated and Selected and Domestic).

15. CESSION OF MATERIALS SUPPLIED TO THE SITE

It shall be deemed that the contractor and its service providers on delivery of each batch of materials to site, has ceded the said materials to the employer.

16. ALTERATIONS IN THE QUANTITY AND VALUE OF WORK

The employer and/or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its service providers shall not be entitled

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to claim for any additional expense incurred, or for any change in the rates for work done and/or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum.

17. CHANGES IN THE SCOPE OF WORK

The contractor acknowledges that whilst drawings have been prepared for this project, the scope of work and value of the contract may be substantially altered and that no claims for loss and expense shall be due by the employer for implementing any changes that may become necessary. It shall be deemed that the contract amount includes for all costs that may arise due to compliance with this clause.

18. MARKET RELATED WAGE RATES

The wage rates payable for labour in any category is deemed to be not less than the lessee of:

- Statutory wage rates in any labour category in the project locality; and
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

The Contractor shall demonstrate compliance with this requirement on a monthly basis.

19. TREASURES, RELICS, ETC.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the **EMPLOYER'S AGENT**. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the **EMPLOYER'S AGENT** instructs the contractor to continue with the work.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the **EMPLOYER'S AGENT** who shall be the sole arbitrator of what is an article of value

20. PRICED BILLS OF QUANTITIES

The Contractor shall submit the Priced Bills of Quantities at the date of the tender closing.

21. LUMP SUM PRICE BREAKDOWN

Where items in the Tender document are measured as lump sums, the contractor's detailed Priced Bills of Quantities for each lump sum item, submitted **WITHIN TEN (10) DAYS OF NOTICE OF AWARD OF CONTRACT**, and prepared in accordance with the latest edition of the standard system of Measuring Building Work including any subsequent amendments thereto), shall form part of the contract and shall be used for the purposes of preparing valuation certificates, determining the value of variation orders, preparation of final account, etc. All shall be done inline with Mhlathuze Water SOPs

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22. PRICES AND NET MEASUREMENTS

Prices throughout these bills of quantities shall be deemed to include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packings.

22. PRICES AND NET MEASUREMENTS (CONTINUED)

Prices for all items contained in these bills of quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value-Added Taxation Legislation. A provision for the addition of VAT shall be made on the summary page of the contract document and final statement of accounts, as applicable.

23. AMENDMENTS TO SCOPE OF WORK PRIOR TO TENDER AWARD

The Contractor is advised that certain portions of the scope of work may be adjusted/omitted subject to the Client's approval of the adjustments/omissions and can only be affected prior to the issuance of the Letter of Intent to Award. Any cost associated with the imminent scope change must be included in the overall price, as claims for additional costs/loss and expense will not be entertained.

24. SPECIFIC VARIATIONS AND/OR AMENDMENTS AND/OR ADDITIONS TO THE JBCC PRINCIPAL BUILDING AGREEMENT EDITION 6.1 MARCH 2018

24.1 DESIGN RESPONSIBILITY

Clause 7.0 refers:

Where the contract work includes a design element, the contractor will be required to complete a 'form of indemnity for design work'.

24.2 EMPLOYER'S AGENT

Clause 6.0 refers:

Notwithstanding that certain agents may not be directly appointed by the employer, such agents shall still be deemed as employer's agents.

24.3 COMPLIANCE WITH CONSTRUCTION REGULATIONS

Clause 17.1.4:

Without limiting the generality of the provisions of clause 12.2 of the **agreement**, the **contractor's** attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the **employer** shall

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prepare a documented health and safety specification for the works and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the works. In this regard, in the event that an occupational health and safety specification is not included as part of the contract documents, it shall be deemed that the **contractor** shall comply with the specification requirements as set out in the Occupational Health & Safety Manual for Construction as prepared by BIFSA and that all cost related to compliance with such specifications is included in the contract amount of the project.

24.4 EFFECTING INSURANCES

Clause 10:

It shall be deemed as acceptance by the Contractor that it (the contractor) is satisfied with the scope of the insurances effected by the Employer, and is supplemented by additional insurances considered necessary by itself (the contractor). In addition, the Contractor shall be responsible for excess amounts payable. Any clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer's insurance brokers.

24.5 CONTRACT INSTRUCTIONS

Clause 17.0:

Should special circumstances warrant that the employer is required to take special measures to assist in the operations of the employer's business, during the construction phase, the employer shall have the right to instruct the Employer's Agent to take special measures to accommodate these special circumstances. In such instance, the Employer's Agent shall advise the contractor of these special measures at the time of issuing contract instructions to do work in this regard. Should the contractor fail to execute the contract instruction/s with due skill and diligence within (five) 5 days of having been issued with such instruction/s, the employer may employ others to give effect to such contract instruction/s all in accordance with clause 12.1.3.

24.6 SETTING OUT OF THE WORKS

Clause 13.2.3:

The contractor shall notify the Employer's Agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. Exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

24.7 TEMPORARY WORKS AND PLANT

Clause 12.2.2:

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount.

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It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. Of all scaffolding and hoisting equipment, machinery, etc. For Nominated, Selected and Domestic sub-contract work, required for the execution of the works, is included as part of the contract amount.

The contractor shall erect, maintain and remove at completion hoarding with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others or to meet the specific hoarding requirements of the employer as detailed on the architects drawing, and office accommodation for meetings held on site which shall be kept clean and fit for use at all times

24.8 PRACTICAL COMPLETION

Clause 19.0:

The contractor is expected to bring his work to a level of sectional or Practical Completion without extensive snagging lists being prepared by the Employer's Agent, Architect, Engineer or any other authorised employer's agent. In this regard the Employer's Agent, Architect, Engineer and any other authorised employer's agent will require sample panels to be erected in order to establish the required standards and performance parameters against which the works quality will be measured.

The contractor is expected to snag and rectify his own work until it is ready for Practical / Sectional Completion Inspection.

In the event that such inspection does not result in the work being accepted as Practically / Sectionally complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive practical completion inspection meeting, i.e. Where practical

Completion is not achieved, by the time taken for such an inspection until practical completion is achieved. In this regard, the employer reserves the right to recover such costs in addition to any other remedies it may have in accordance with Clause 24.0.

24.9 WORKS COMPLETION

Clause 21.5 refers – the following is deemed to be added after the words "works completion":

In this regard, the contractor shall within five (5) calendar days of receipt of the works completion list, issue a program indicating the dates for completion for all items listed in the works completion list. Should the contractor fail to issue a program, it shall be deemed that all items included in the works completion list shall be completed within twenty (20) calendar days after the due date for submission of the program.

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Clause 21.8 refers:

Should the contractor be required to repeat the procedure in terms of 21.8, the employer reserves the right to deduct penalties equivalent to the amount of Ten Thousand Rand (R10 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive works completion inspection meeting, i.e. Where works completion is not achieved in terms of 21.12, by the time taken for such an inspection. In this regard, such penalties shall be recovered in accordance with Clause 24.

24.10 FINAL COMPLETION

Clause 21.8:

In the event that the certificate of Final Completion is not issued due to the contractor's work not being sufficiently complete then the costs of such inspection and subsequent inspections shall be for the account of the contractor, at a rate of Two Thousand Rand (R2 000.00) per man hour or part thereof, calculated by multiplying the total of the number of employer's agents and employer's staff present at each abortive final completion inspection meeting, i.e. Where final completion is not achieved in terms of 21.8, by the time taken for such an inspection until final completion is achieved. In this regard, the employer reserves the right to recover such costs in accordance with Clause 24.

24.11 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 19 refers:

It shall be deemed that the contract programme includes an allowance of fifteen (15) working days for inclement and exceptionally inclement weather and an extension of time shall only be considered for inclement and exceptionally inclement weather beyond the fifteen (15) working day period. In this regard, the Employer reserves the right to recover such costs in accordance with Clause 24.

Clause 23.2.4 refers:

Should any materials or items specified prove to be either unavailable, in poor supply or likely to cause delay to the contract Works, then this fact should be brought to the attention of the Employer's Agent in sufficient time for suitable alternatives to be considered. Any claims for delays resulting from the contractor not conforming to the terms of this clause shall not be entertained nor allowed.

Clause 23.2.1:

Failure to give possession of the site to the contractor on the date stated on the schedule.

24.11 INTERIM PAYMENT

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Clause 25.3.2 refers:

Materials and goods stored off site shall be included in the amount authorised for payment.

24.12 ADJUSTMENT TO THE CONTRACT VALUE

Clause 26.0 refers:

Instructions given by the Employer's Agent and / or any other authorised employer's agent in relation to the contract works, shall, irrespective of the format or wording of such instructions, not indicate that the work involved represents an extra or variation and shall not be deemed to be acceptance of any prices or quotations contained in any correspondence.

It is recorded that only the Quantity Surveyor is empowered, to rule whether any instructions issued constitutes an extra or not and, to resolve cost aspects of any matter pertaining to this contract.

25. SPECIFIC VARIATIONS AND/OR AMENDMENTS AND/OR ADDITIONS TO THE ASAQS PRELIMINARIES (REVISION 1) FEBRUARY 2016

25.1 TEMPORARY WORKS AND PLANT.

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for Nominated, Selected and Domestic sub-contract work, required for the execution of the works, is included as part of the contract amount.

26. SPECIFIC PRELIMINARIES

26.1 PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. Specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Principal Agent's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the tender.

The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

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26.2 MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer-generated critical path works programme for each section of the project. The programme shall be prepared in sufficient detail to enable the Employer's Agent to assess the weekly progress of the works. The works programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of nominated and/or selected and/or domestic and/or direct sub-contractors. The programme and level of detail shall be to the entire satisfaction of the Employer's Agent.

No change is to be made to the programme without the approval of the Employer's Agent, who shall be entitled to instruct the contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Employer's Agent but such approval shall in no way relieve the contractor of his sole responsibility for the proper programming and seeing to the progress of the works and the timeous completion thereof.

The programme is to be prominently displayed in the site office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Employer's Agent.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing ten (10) days.

26.3 LABOUR RECORD

At the end of each week the Contractor shall provide the Employer's Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.

26. SPECIFIC PRELIMINARIES (CONTINUED)

26.4 WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the contract, in a workmanlike manner, which shall include but not be limited to, complying

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with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

26.5 EXISTING SERVICES

The Contractor shall consult the Employer's Agent before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Employer's Agent or Employer's representative. Damage to these services shall be for the contractor's account.

26.6 PLANT RECORD

At the end of each week the Contractor shall provide the Employer's Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

26.7 MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the Employer's Agent must be notified timeously.

26.8 COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.

26.9 STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African National Standard (SANS) specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

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26.10 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety Specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set-off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification is included as part of the contract documents.

26.10 GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/OR MANUALS

The Contractor shall obtain and hand over to the Employer's Agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Employer's Agent or provided by manufacturers or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

26.11 PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the

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Employer's Agent. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

26. SPECIFIC PRELIMINARIES (CONTINUED)

26.12 REPORTING OF ACCIDENTS

In addition to any statutory obligations, the contractor shall, as soon as practicable, report to the Employer's Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Employer's Agent, the Contractor shall submit a report in writing to the Employer's Agent within forty-eight (48) hours of such incident setting out full details of the occurrence.

The Employer's Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Employer's Agent the necessary facilities for carrying out such enquiries.

26.13 CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information, and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

26.14 AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Employer's Agent and the relevant agent for record purposes.

26.15 FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

26.16 REGULATIONS

The work shall be carried out in accordance with the requirements of local Authority Regulations that may be applicable.

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The contractor shall, if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

26.17 CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.

The Contractor shall liaise with the Employer's Agent with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Employer's Agent has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

26.18 DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

26.19 NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Employer's Agent, to display any signboard of his own. He must however allow for the standard signboard, if required by the employer.

26.20 CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

26.21 ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Employer's Agent in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Employer's Agent in writing.

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26.22 SAFETY HELMETS

The Contractor shall provide and keep on site an adequate supply of clean safety helmets for the use of all professional personnel and all authorised visitors.

26.23 SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special tasks whether contained in this contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the special tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

26.24 OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

26.25 INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or Instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Employer's Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or Instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the Principal Agent's office and shall bear the Principal Agent's office stamp and signature and an up-to-date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

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All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Employer's Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the Contractor at his own expense.

26.26 WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24 / 7 (twenty-four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

26.27 JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site records

The contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Employer's Agent and/or any other Agent.

Copies of these records are to be forwarded to the Employer's Agent on a weekly basis.

26.28 SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Employer's Agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Employer's Agent and other Agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

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26.29 PARTNERING

The Employer, its agents and the Contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

26.30 COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS

The Contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

26.31 CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE EMPLOYER'S AGENT

The Contractor may be called upon from time to time to cease certain building activities as required by the Employer. In this regard, the contractor shall cease such activities for the period as agreed with the Employer's Agent. In this regard, the Contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

26.32 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES

These amounts have been included in the contract sum where the work has not been defined at the date of tender. It is intended that once the scope is defined, tenders will be invited in terms of the process outlined below with a view to these works being awarded as nominated / selected subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the principal building agreement.
- The Quantity Surveyor will prepare the necessary tender document.
- The Employer's Agent will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.

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- The Quantity Surveyor will arrange to issue the tender documents from their offices and take receipt of the amounts paid.

26.33 PROVISIONAL SUMS AND BUDGETARY ALLOWANCE

- The tenders for the works will be submitted to the Quantity Surveyor's office in terms of the tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the tenders and circulate to the Principal Building Contractor, the Employer's Agent, the Empowerment Consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Employer's Agent.
- The Employer's Agent will prepare a draft report, discuss with the principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with recommendations will be finalised by the Employer's Agent, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a sub-contractor.

26.34 SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS

The Contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Principal Building Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the Contractor shall provide any necessary assistance (e.g., ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Employer's Agent in respect of management of any direct contracts. In this regard, it shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause.

26.35 AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the contract amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor, Health and Safety Officer and a responsible representative for the management of direct contracts, throughout the duration of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (four) hours on receipt of notice, either written or verbal, from the Employer's Agent.

26.36 COMMISSIONING

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The Contractor is referred to the special attendance items in the schedule of variables.

26.37 ENVIRONMENTAL QUALITY

The Contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.),

air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an environmental management plan, if available.

26.38 ORDERING OF MATERIALS

Should the Contractor utilize the Bills of Quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The Contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

Should any of the materials and components be available or likely to be unavailable when required, the Contractor shall without delay notify the Employer's Agent, in writing, who shall decide on the procedure to be followed.

26.39 ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the Contractor, if (the contractor) is to notify the Employer's Agent if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the Contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitudes and the cost of any remedial measures as required by the Employer's Agent shall be borne by the Contractor unless the Employer's Agent shall decide otherwise.

26.40 DOCUMENTS

Should any part of a drawing not be clearly intelligible to the Contractor or the manner in which the work is to be carried out not be clear, the Contractor shall request the Employer's Agent to clarify his requirements, which request and reply shall be in writing, failing which the Contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

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26.41 CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

26.42 DOMESTIC SUB-CONTRACTORS

The Contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Employer's Agent during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the Contractor provides a detailed motivation for the substitution and the Employer's Agent is allowed to verify the motivation with the sub-contractor concerned. Further, the Contractor shall appoint all domestic sub-contractors in terms of clause 23.1 of the Principal Building Agreement. Such appointments shall have similar terms and conditions and identical targets as the Principal Building Agreement.

26.43 INSPECTION OF EXISTING WORKS

It shall be deemed that the Contractor prior to contract commencement has inspected the existing works done to others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Employer's Agent at site handover, shall fall under the responsibility of the Contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

26.44 DISPOSAL OF WASTE MATERIAL, ETC.

The Contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Employer's Agent in writing. In addition, the Contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Employer's Agent in writing.

The Contractor shall ensure that there is a maximum of a twenty-four (24) hour turn-around time for the removal of all full waste skips from site. The Contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the Contractor fail to meet the twenty-four (24) hour turn-around time and that such costs shall be deducted from amounts due to the Contractor.

26.45 DAMAGE TO EXISTING INSTALLATIONS

The Contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the Contractor at its own cost.

26.46 ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS

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The Contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Employer's Agent.

It will be deemed that the Contractor has allowed for vertical and horizontal movement, double handling, working under restrictive conditions as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

26.47 LOCAL LABOUR

It is deemed that the Contractor shall as far as possible maximise the use of labour from the area in which the project is located.

26.48 BLACK ECONOMIC EMPOWERMENT

The Contractor shall comply with the Employers Black Economic Empowerment Policies.

26.49 SAMPLES

All material samples and colour samples must be submitted to the Employer's Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in A4 size unless otherwise agreed. General samples shall be provided for Employer's Agent/Employer to choose from each type of finish.

The Employer's Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable.

All samples must be kept in a sample room to be provided by the Contractor for reference.

26.50 SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

26.51 MOCK - UP

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The Contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Employer's Agent or its designated representative.

26.52 SCHEDULE OF DIRECT CONTRACTS

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The Contractor is advised that the Employer shall let direct contracts for work that is not part of this contract and the Contractor to provide all access, attendance and co-operation.

26.53 PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.

It shall be deemed that the contract price is inclusive of the following:

- Hard wearing and strengthen dust barriers to be in uniform colour and specification.
- The provision of all hoarding which must be constructed of new shutter-boards (painted black in colour) of equal lengths and heights.
- The provision rubble chutes and waste skips.

26.54 ACCESS PERMITS, UNIFORMS, PPE, ETC

It shall be deemed that the Contractor has included in the contract amount for the provision of access permits for staff and vehicles, uniforms, PPE, identification cards for all personnel accessing the area of the works.

55 WORKING DAYS

The contractor will be expected to work during the year-end break that commences on the first working day after 15 December. Work resumes on the first working day after 1st January of the next year.

The special non-working days are:

- 1) All statutory holidays as declared by National or Regional Government.
- 2) Rain Delays - During the execution of the Works, the Principal Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.
- 3) Claim of such days to extend Practical Completion date shall be considered when the minimum allowance of fifteen (15) working days for inclement weather have been exhausted.

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The Clause References and Principal Contract Data provided in the table below must be read in conjunction with the Standard JBCC Principal Contract Data Form for Information provided by the Employer. The Contractor is referred to the JBCC Principal Building Agreement Contract Data EC.

CLAUSE REFERENCE	PRINCIPAL CONTRACT DATA
11.6	Yes
11.9	Yes
12.1.2	Yes
12.1.4	Yes
12.1.5	Yes
13.1.2	Employer's Agent
19.0	Practical completion date to be advised at the signing of the contract
25.2	To be advised at the signing of the contract
24.2	The penalty of R1500 per day (working day)
25.2	Monthly
25.3.4	N/A
25.7	Thirty (30 No.) calendar days
25.9	Yes
30.7.4(a)	Association of Arbitrators

-END OF SECTION-

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**PART C1
AGREEMENTS AND CONTRACT DATA**

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

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Mhlathuze Water

Contract No. MW/93/4/2022/2023

**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
LABORATORY AT NSEZI WTW**

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

DEMAND GUARANTEE FOR EXECUTION OF CONTRACT

Whereas **MHLATHUZE WATER**

(hereinafter called "the Employer")

have awarded _____ for the _____

(hereinafter called "the Contract")

to:.....

(hereinafter called "the Contractor")

we, the undersigned

_____ and _____

(Name)

(Name)

acting herein as

_____ and _____

(Position)

(Position)

of _____

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

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

1.0 The *Bank/Company* shall:

1.1 pay within 14 (Fourteen) days to the Employer on receipt of its first written demand in respect of any particular amount and without proof of any breach of Contract by the Contractor other than the certificate specified in 1.2 below, amounts in total not exceeding:

R.....(contract price).....(contract price in words) (Amount to be equal to 10 per cent of the Contract Price at the time that the Agreement comes into effect).
hereinafter referred to as the "guaranteed amount"

1.2 make such payment(s) to the Employer upon receipt by the *Bank/Company* of a certificate signed by the Employer's Agent appointed in terms of the Contract stating that, in his opinion, the Employer is entitled in terms of the Contract to call on the *Bank/Company* to make payment and stating the amount which, in the Principal Agent's opinion, is a reasonable estimate of the amount which the Employer is entitled to recover from the *Bank/Company* under this Guarantee;

1.3 make such payment(s) to the Employer at any address designated by the Employer for this purpose.

2.0 The demand for payment together with this Guarantee shall constitute 'prima facie' proof of the *Bank/Company's* indebtedness hereunder for the purpose of any proceedings, including but not limited to, summary judgement or provisional sentence proceedings instituted against the *Bank/Company* in any court of law having jurisdiction.

3.0 Neither the failure of the Employer to enforce strict or substantial compliance by the Contractor of its obligations under the Contract, nor any act, conduct or omission by the Employer prejudicial to the interest of the *Bank/Company*, will discharge the *Bank/Company* from liability under this Guarantee.

4.0 This Guarantee shall:

4.1 remain in full force and effect up to and including the date of issue of the Certificate of Completion for the whole or the final portion of the Works by the Employer's Agent, as provided for in the Conditions of Contract, unless the *Bank/Company* is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event

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this security shall remain in full force and effect until all such claims have been paid or liquidated.

- 4.2 exist independently of the Contract or any amendment, variation or innovation thereof;
not be ceded or assigned by the Employer or otherwise dealt with in any manner whatsoever which has or may have the effect of transferring, encumbering or alienating the Employer's rights hereunder;
- 4.4 be governed by the Law of the Republic of South Africa.
- 5.0 The *Bank/Company* irrevocably states that there are no provisions herein contained which could be construed as being un-businesslike, improper, unconscionable, oppressive, unreasonable, objectionable, onerous and/or '*Contra bono mores*'.
- 6.0 The *Bank/Company* hereby irrevocably consents and submits to the jurisdiction of the High Court of South Africa, Witwatersrand Local Division for all matters relating to this Guarantee.
- 7.0 The *Bank/Company* hereby elects it's physical address as set out on the face of this Guarantee for purposes of notices and correspondence to be given in terms hereof and it elects it's physical address as it's domicilium citandi et executandi. Any notice sent in terms of this agreement will be sent by prepaid registered post under which circumstances the notice will be deemed to have been received by the *Bank/Company* 3 (three) days from the date of such registration, or alternatively by delivery, and will be deemed to have been received by such other party on date of delivery by hand.

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**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
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Signed on this _____ day of _____ 2023 _____

at _____ (place)

Signature

Signature

As Witnesses:

1. _____

Signature

Name

(Address)

2. _____

Signature

Name

(Address)

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**PART C1
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Annexure B: Form of Agreement (Contract Agreement)

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Mhlathuze Water

Contract No. MW/93/4/2022/2023

**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
LABORATORY AT NSEZI WTW**

(The Contract)

CONTRACT AGREEMENT

Employer: MHLATHUZE WATER

Contractor: _____

cnr Battery Bank and South Central

Arterial, Richards Bay, 3900

WHEREAS

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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4. The Employer hereby covenants to pay to the Contractor, in consideration of the supply, delivery, construction, completion and maintenance of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

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

Employer:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 1:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 2:

Name: _____

Capacity: _____

Date: _____ Signature

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Contractor:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 1:

Name: _____

Capacity: _____

Date: _____ Signature

Witness No 2:

Name: _____

Capacity: _____

Date: _____ Signature

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**PART C1
AGREEMENTS AND CONTRACT DATA**

Annexure C: Health and Safety Agreement

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MHLATHUZE WATER

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

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

entered into and between

MHLATHUZE WATER

(hereinafter referred to as "the Employer")

and

.....
(hereinafter referred to as "the Mandatary")

.....
COID Registration Number

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

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

1. DEFINITIONS

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

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

2. WARRANTY OF COMPLIANCE

- 2.1. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating

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to the work that the Mandatary and the Employees are to perform on the Premises shall be the obligation of the Mandatary.

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

3. MANDATARY AN EMPLOYER

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

4. LEGAL APPOINTMENTS

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

5. ACCESS TO THE OHS-ACT

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

6. SAFETY FILE

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

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

7. MEDICAL EXAMINATIONS

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

8. INCIDENT REPORTING AND INVESTIGATION

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

9. PERSONAL PROTECTIVE EQUIPMENT

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

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

10. INTOXICATION NOT ALLOWED

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

11. FIRST AID AND EMERGENCY EQUIPMENT

- 11.1. The Mandatary shall ensure that, where more than five employees are employed at the Premises, a first aid box is made readily available as per General Safety Regulations 3(2). If the Mandatary employs more than 10 employees the Mandatary shall ensure that a certified

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first aid provider is available. Provided that the Mandatary may enter into a written arrangement with the Employer for the provision of such first aid facilities.

- 11.2. The Mandatary shall further ensure that there is adequate supply of fire protection and emergency equipments, and employees are made familiar with fire precautions at the Premises, which include fire alarm signals and emergency exits and that such precautions are adhered to.

12. PLANT, MACHINERY AND EQUIPMENT

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

13. NO USAGE OF THE EMPLOYER'S EQUIPMENT

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

14. INDEMNITY BY MANDATARY

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

- 14.1. The Employer shall not be responsible for any loss, damage, injury or death, whatsoever caused, to the Mandatary or to the Employees, and the Mandatary hereby indemnifies the Employer and holds the Employer harmless against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the circumstances referred to herein; provided that such loss, damage, injury or death is not caused by the willful action or omission or gross negligence of the Employer.
- 14.2. The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of the Employees, and the

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Mandatar hereby indemnifies the Employer for such loss or damage, whether caused by the Mandatar's breach of any of the terms of this Agreement, or by delict.

- 14.3. The Mandatar in pursuance of clause 14, undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to the Employer on demand.

15. CLARIFICATION

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

16. DURATION OF AGREEMENT

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

17. HEADINGS

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

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name & Surname

Signature: _____
for and on behalf of the **Employer**
he being duly authorised

SIGNED AT _____ ON THE ____ DAY OF _____ YEAR _____

Name: _____
Name & Surname

Signature: _____
for and on behalf of the **Mandatar**
he being duly authorised

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

END OF SECTION -

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**PART C2
PRICING DATA**

C 2.1 Pricing Data – Pricing Instructions

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PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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7. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

8. PROVISIONAL SUMS / PRIME COST SUMS

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

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

9. PRICING OF THE BILL OF QUANTITIES

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

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

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

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

10. "RATE ONLY" ITEMS

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

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

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

11. PRELIMINARY AND GENERAL

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

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

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

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

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

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

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

7. For the purposes of this Schedule of Activities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Activities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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8. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Activities:

hrs	=	hours
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo-newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-newton
ML	=	mega litres
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

END OF SECTION

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**PART C2
PRICING DATA**

C 2.2 BILL OF QUANTITIES

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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<p><u>SECTION NO. 1</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>BUILDING AGREEMENT</u></p> <p>The JBCC Principal Building Agreement (May 2018 Edition 6.2) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The Preliminaries revision 1 (February 2016) published by the Association of South African Quantity Surveyors for use with the JBCC Principal Building Agreement Edition 6.2 shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p> <p>The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only</p> <p>Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"</p>				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>PREAMBLES FOR TRADES</u></p> <p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilised in these bills of quantities by inter alia referring to SANS construction standards.</p> <p>Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same</p> <p>The Model Preambles for Trades 2008 as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the Model Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities shall take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles and/or specifications</p>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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	<p><u>NOTES TO TENDERERS</u></p> <p>Tenderers are to inspect the drawings issued with these Bills of Quantities and to satisfy themselves with the nature and the requirements of the Contract works. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard.</p> <p>Tenderers are to read the descriptions, which are intended as a means of identifying various facets of the work, in conjunction with the drawings. Tenderers shall allow for all costs in connection with the various items taking full cognisance of both the drawings and the Bills of Quantities.</p> <p>Tenderers shall notify the Quantity Surveyor in writing of any discrepancies encountered upon which clarification will be given by the Quantity Surveyor in writing to the Tenderer. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard</p> <p>Tenderers are to note that setting out of the works will be the complete responsibility of the Tenderer and they should therefore acquaint themselves with the site boundaries, site co-ordinates, datum levels etc. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard. Tenderers are to note that all items with ZERO quantities are Rate Only items and should be priced as such.</p>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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	<p>Tenderers are to note that there might be specified suppliers to be used for certain trades as per the annexure to this tender document. Tenderers should familiarise themselves with the suppliers on the list and ensure to allow for accordingly. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard.</p> <p>Tenderers are to fully acquaint themselves with the construction period and shall allow for any night shift if required. Failure to do so will be the complete responsibility of the Tenderer and no claims whatsoever will be entertained in this regard.</p> <p><u>STRUCTURE OF THIS PRELIMINARIES BILL</u></p> <p>Section A : A recital of the headings of the individual clauses of the aforementioned JBCC Principal Building Agreement</p> <p>Section B : A recital of the headings of the individual clauses of the aforementioned Preliminaries document</p> <p>Section C : Any special clauses to meet the particular circumstances of the project</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)</p>				
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	<u>SECTION A: PRINCIPAL BUILDING AGREEMENT</u>				
	Interpretation (A1-A7)				
1	Clause 1.0 - Definitions and interpretation	CONT	0		
	F:..... V:..... T:.....	Item	1		
2	Clause 2.0 - Law, regulations and notices	CONT	0		
	F:..... V:..... T:.....	Item	1		
3	Clause 3.0 - Offer and acceptance				
	F:..... V:..... T:.....	Item	1		
4	Clause 4.0 - Assignment and cession				
	F:..... V:..... T:.....	Item	1		
5	Clause 5.0 - Contract documents	CONT	0		
	F:..... V:..... T:.....	Item	1		
6	Clause 6.0 - Employer's agents	CONT	0		
	1. PRINCIPAL AGENT N/A - Mhlathuze Water will monitor the works execution	CONT	0		
	F:..... V:..... T:.....	Item	1		
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7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	1		
	Insurance and security (A8-A11)				
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	1		
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	1		
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	1		
11	Clause 11.0 - Security F:..... V:..... T:.....	CONT Item	0 1		
	Execution (A12 - A17)				
12	Clause 12.0 - Duties of the parties F:..... V:..... T:.....	CONT Item	0 1		
13	Clause 13.0 - Setting out F:..... V:..... T:.....	Item	1		
14	Clause 14.0 - Nominated subcontractors	CONT	0		
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15	<p>F:..... V:..... T:.....</p> <p>Clause 15.0 - Selected subcontractors</p>	Item	1		
16	<p>F:..... V:..... T:.....</p> <p>Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall:</p>	CONT	0		
17	<p>F:..... V:..... T:.....</p> <p>Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p>	Item	1		
18	<p>F:..... V:..... T:.....</p> <p>Completion (A18 - A24)</p> <p>Clause 18.0 - Interim completion</p>	CONT	0		
19	<p>F:..... V:..... T:.....</p> <p>Clause 19.0 - Practical completion</p>	Item	1		
20	<p>F:..... V:..... T:.....</p> <p>Clause 20.0 - Sectional completion</p>	Item	1		
		CONT	0		
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	F:..... V:..... T:.....	Item	1		
21	Clause 21.0 - Defects liability period and final completion	CONT	0		
	F:..... V:..... T:.....	Item	1		
22	Clause 22.0 - Latent defects liability period				
	F:..... V:..... T:.....	Item	1		
23	Clause 23.0 - Revision of date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8, 23.1 & 2]	CONT	0		
	F:..... V:..... T:.....	Item	1		
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	1		
	Payment (A25 - A27)				
25	Clause 25.0 - Payment	CONT	0		
	F:..... V:..... T:.....	Item	1		
26	Clause 26.0 - Adjustment of the contract value and final account	CONT	0		
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27	F:..... V:..... T:.....	Item	1		
	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	1		
	Suspension and termination (A28 - A29)				
28	Clause 28.0 - Suspension by the contractor	CONT	0		
	F:..... V:..... T:.....	Item	1		
29	Clause 29.0 - Termination	CONT	0		
	F:..... V:..... T:.....	Item	1		
	Dispute resolution (A30)				
30	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	1		
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	1		
	F:..... V:..... T:.....	Item	1		
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	<u>SECTION B: PRELIMINARIES</u>				
	Interpretation (B1)				
31	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	1		
32	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	1		
	Documents (B2)				
33	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	1		
34	Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	CONT Item	0 1		
35	Clause 2.3 - Availability of construction information Budgetary allowances and provisional sums The budgetary allowances and/or provisional sums allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of subcontractors during the construction period F:..... V:..... T:.....	Item	1		
36	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item	1		
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	Previous work and adjoining properties (B3)				
37	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	1		
38	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	1		
39	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item	1		
	The site (B4)				
40	Clause 4.1 - Defined works area F:..... V:..... T:.....	Item	1		
41	Clause 4.2 - Handover of site in stages F:..... V:..... T:.....	Item	1		
42	Clause 4.3 - Enclosure of the works F:..... V:..... T:.....	Item	1		
43	Clause 4.4 - Geotechnical investigation F:..... V:..... T:.....	Item	1		
44	Clause 4.5 - Encroachments F:..... V:..... T:.....	Item	1		
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45	Clause 4.6 - Existing premises occupied F:..... V:..... T:.....	Item	1		
46	Clause 4.7 - Services - known F:..... V:..... T:.....	Item	1		
47	Clause 4.8 - Protection of trees and/or relevant natural features F:..... V:..... T:.....	Item	1		
Management of contract (B5)					
48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	1		
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	1		
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	1		
Samples, shop drawings and manufacturer's instructions (B6)					
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	1		
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	1		
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53	Clause 6.3 - Shop drawings F:..... V:..... T:.....	Item	1		
54	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	1		
Deposits and fees (B7)					
55	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	1		
Temporary services (B8)					
56	Clause 8.1 - Water F:..... V:..... T:.....	Item	1		
57	Clause 8.2 - Electricity F:..... V:..... T:.....	Item	1		
58	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	1		
59	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item	1		
Prime cost amounts (B9)					
60	Clause 9.1 - Responsibility for prime cost amounts	CONT	0		
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	F:..... V:..... T:.....	Item	1		
	Attendance on subcontractors (B10)				
61	Clause 10.1 - General attendance F:..... V:..... T:.....	Item	1		
62	Clause 10.2 - Special attendance	CONT	0		
	F:..... V:..... T:.....	Item	1		
	General (B11)				
63	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	1		
64	Clause 11.2 - Protection/isolation of existing/sectionally occupied works F:..... V:..... T:.....	Item	1		
65	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item	1		
66	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	1		
67	Clause 11.5 - Disturbance F:..... V:..... T:.....	Item	1		
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68	Clause 11.6 - Environmental disturbance F:..... V:..... T:.....	Item	1		
69	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item	1		
70	Clause 11.8 - Vermin F:..... V:..... T:.....	Item	1		
71	Clause 11.9 - Overhand work F:..... V:..... T:.....	Item	1		
72	Clause 11.10 - Tenant installations by direct contractors F:..... V:..... T:.....	Item	1		
73	Clause 11.11 - Advertising F:..... V:..... T:.....	Item	1		
	Preliminaries schedule (B12)				
	Information for completion of the preliminaries schedule Information necessary for elections and completion of those clauses contained in the preliminaries schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract	CONT	0		
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	<p>12.1 - Provisional bills of quantities [2.2] The quantities are provisional - Yes</p> <p>12.2 - Availability of construction information [2.3] Construction documentation is complete - No</p> <p>12.3 - Previous work - dimensional accuracy [3.1]</p> <p>12.4 - Previous work - defects [3.2]</p> <p>12.5 - Inspection of adjoining properties [3.3]</p> <p>12.6 - Defined works area [4.1]</p> <p>12.7 - Handover of site in stages [4.2]</p> <p>12.8 - Enclosure of the works [4.3]</p> <p>12.9 - Geotechnical investigation [4.4]</p> <p>12.10 - Existing premises occupied [4.6]</p> <p>12.11 - Services - known [4.7]</p> <p>12.12 - Protection of trees and/or relevant natural features [4.8]</p> <p>12.13 - Water [8.1] Option A (by contractor) - Yes Option B (by employer - free of charge) - No Option C (by employer - metered) - No</p> <p>12.14 - Electricity [8.2] Option A (by contractor) - Yes Option B (by employer - free of charge) - No Option C (by employer - metered) - No</p>				
	<p>12.15 - Ablution and welfare facilities [8.3] Option A (by contractor) - Yes Option B (by employer - free of charge) - No</p>				

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	<p>12.16 - Communication facilities [8.4]</p> <p>12.17 - Protection of the works [11.1]</p> <p>12.18 - Protection/isolation of existing/sectionally occupied works [11.2] Protection/isolation is required - Yes</p> <p>12.19 - Disturbance [11.5]</p> <p>12.20 - Environmental disturbance [11.6]</p> <p>Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc</p> <p>The contractor is to ensure that all roads which border the site and is used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works F:..... V:..... T:.....</p>	Item	1		
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	<u>SECTION C: SPECIFIC PRELIMINARIES</u>				

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76	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:..... T:.....	Item	1		
77	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item	1		
78	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least forty (40) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:..... T:.....	Item	1		
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79	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating F:..... V:..... T:.....	Item	1		
	Advertising rights The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. Position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting the obligations under this agreement F:..... V:..... T:.....	Item	1		
	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... V:..... T:.....	Item	1		
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81	<p>Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media F:..... V:..... T:.....</p> <p>SUMMARY OF CATEGORIES</p> <p>Category : Fixed R..... Category : Value R..... Category : Time R.....</p>	Item	1		
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	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 1</u></p> <p><u>DEMOLITIONS AND ALTERATIONS</u></p> <p><u>PREAMBLES</u></p> <p>The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items described in Bill No. 1, shall equally apply to this Bill.</p> <p>Existing structures</p> <p>In taking down and removing existing work, the utmost care shall be taken to prevent any structural or other damage to the remaining portions on the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during the alteration work, Any damage to the structure and/or building as well as the rectification of same will be for the contractor's account</p>				
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	<p>Services</p> <p>Special care shall be exercised during the progress of the work to ensure that electrical installation, water supply pipes, telephone and other services which may be encountered are not interfered with and notice shall be given to the Representative/Agent if any disconnection or alterations become necessary.</p> <p>Dust and noise</p> <p>The Contractor is to take all necessary precautions to the satisfaction of the Representative/Agent to prevent any nuisance from the dust and /or noise whilst carrying out the work.</p> <p>Disposal of debris</p> <p>The Contractor shall be responsible for the removal from site of all materials, debris and rubbish resulting from the work which removal is deemed to be included in the rates unless otherwise stated.</p> <p>Rates for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p>				
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	<p>Temporary support to openings through existing walls</p> <p>Making openings, altering openings in existing walls and removing lintels above existing openings shall be done with the utmost care to prevent any structural damage. All necessary supports, propping, shoring, needling, strutting, turning pieces, etc. to walls openings is deemed to be included in the contractor's rates.</p> <p>Electrical and Mechanical</p> <p>Where items include for taking down electrical and mechanical fittings the disconnection and making safe electrically is deemed to be included.</p> <p><u>REMOVAL OF EXISTING WORK</u></p> <p>Taking out and removing sundry joinery work</p>				
1	Kitchen cabinets and counter tops	No	3		
2	Lab counter top cabinets and shelves	m ²	12		
	<p>Hacking up/off and removing floor tile and wall finishes, including removing mortar bed or backing from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc</p>				
3	Ceramic tile and preparing screed to receive new floor coverings	m ²	27		
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	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO. 2</u></p> <p><u>CARPENTRY AND JOINERY</u></p> <p>PREAMBLES</p> <p>The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Supplementary preamble items described in Bill No. 1, shall equally apply to this bill.</p> <p><u>Joinery</u></p> <p>Descriptions of frames shall be deemed to include frames, transoms, mullions, rails, etc.</p> <p>Descriptions of hardwood joinery shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete.</p> <p><u>Fixing</u></p> <p>Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p><u>Decorative laminate finish</u></p> <p>Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish</p>				
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	<p><u>Timber</u></p> <p>All softwood to be South African Pine</p> <p><u>Descriptions</u></p> <p>Items described as "bolted" shall be deemed to exclude the bolts and include the holes unless otherwise described.</p> <p>Where the fixing of members is not stated it shall mean the nailing of one timber member to another.</p> <p>The term "planted on" shall mean the nailing of one timber member to another</p> <p>The term "screwed on" shall mean the countersunk screwing of one timber member to another.</p> <p>The term "screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screw sunk and pelleted.</p> <p>The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete.</p> <p>The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screw sunk and pelleted.</p> <p>Shelving, etc. described as screwed to steel must be fixed from underside and prices are to include for countersunk drilling through the steel for screw fixing.</p> <p>Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for all square cutting</p>				
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	<p>Descriptions of items given in linea metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc.</p> <p>Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.</p> <p><u>JOINERY</u></p> <p><u>FITTINGS</u></p> <p>Canteen cupboards etc</p>				
1	Kitchen Cupboard floor units with quartz top & melawood doors with impact edging size 3070 x 600 x 900mm high	No	1		
2	Kitchen Cupboard wall units melawood doors with impact edging size 3070L*900H*3200	No	1		
3	Melawood lockers size 400 x 450 x 2100mm high	No	6		
4	Table only (excluding chairs) 800 x 800mm	No	2		
	Laboratory cupboards etc				
5	Sink unit with High-pressure laminated (HPL) plate tops & splash back 1420 x 600 x 900mm high	No	1		
6	High-pressure laminated (HPL) plate worktop including steel frame legs 9600 x 600 x 900mm high	No	1		
7	Control station including steel frame legs	No	1		
8	Wall units with framed glass doors 5.0L * 900H*3500	No	1		
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1	<p><u>BILL NO. 3</u></p> <p><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></p> <p><u>PREAMBLES</u></p> <p>The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Note:</p> <p>Electrical light fittings, diffusers, panels, etc generally are "lay in" units of the same dimensions as the suspension grid described and allowance must be made accordingly for their support inclusive of any flexibility inseting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)</p> <p><u>CEILINGS ETC</u></p> <p><u>SUSPENDED CEILINGS</u></p> <p>15mm 1 hour fire rated Gypsum ceiling board. Ceiling grid to be 1200 c/c. Fixed to concealed suspended tee system, skimmed and prepared to receive 2 coats quality pva paint (elsewhere). All in strict accordance with manufactures specification & requirements.</p> <p>Suspended Ceilings</p>	m ²	44		
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2	Extra over ceilings for the opening for a 600 x 600mm mechanical diffuser	No	2		
	12,5mm 1 hour fire rated Gypsum ceiling board. Ceiling grid to be 1200 c/c. Fixed to concealed suspended tee system, skimmed and prepared to receive 2 coats quality pva paint (elsewhere). All in strict accordance with manufactures specification & requirements.				
3	Suspended Ceilings	m ²	25		
4	Extra over ceilings for the opening for a 600 x 600mm mechanical diffuser	No	1		
	<u>SECTION NO.2</u>				
	<u>BILL NO. 4</u>				
	<u>IRONMONGERY</u>				
	<u>PREAMBLES</u>				
	The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	Supplementary preamble items described in Bill No. 1, shall equally apply to this bill.				
	<u>GENERAL NOTES TO TENDERERS</u>				
	General notes, described in Section No.1, Bill No.1, shall equally apply to this Bill.				
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1	<p><u>SCREEDS</u></p> <p>Cement screed on concrete, worked down to a true and even surface with a steel trowel</p>	m ²	27		
	25mm Thick on floors and landings				
	<p><u>SECTION NO. 2</u></p> <p><u>BILL NO.6</u></p> <p><u>TILING</u></p> <p><u>PREAMBLES</u></p> <p>The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Descriptions Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors etc shall be deemed to include 1:3 plaster bedding.</p>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>FLOOR TILING</u>				

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	<p>Full bodied porcelain tiles, size 600 x 600mm x 10mm (P.C allowance of R 150.00/m2 excludes V.A.T. but includes delivery to site), min R9 preferably R10 slip rated fixed to internal floor screed with TAL tile adhesive mixed with TAL (or similar) bonding liquid in lieu of water with diagonal joints continuous in both directions and grouted with 3mm TAL (or similar) tile grout, excess grout on the surface to be cleaned with water as work proceeds.</p>				
1	On floors	m ²	27		
2	100mm high skirting	m	22		
	<u>WALL TILING</u>				
	<p>White Glazed tiles: size 200 x 300 x 6mm (P.C allowance of R 120.00/m2 excludes V.A.T. but includes delivery to site), includes waste, laying, supply and fixing with an approved adhesive and jointing in tinted "Tal" grout to:</p>				
3	on plastered walls (splashback)	m ²	1		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO. 2</u>				

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<p><u>BILL NO. 7</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>PREAMBLES</u></p> <p>The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill</p> <p><u>Note:</u></p> <p>All glazed ceramic sanitaryware to comply with SABS 497 All stainless steelware for medical institutions to comply with SABS 497 Stainless steel sinks to comply with SABS 907 Stainless steel washtroughs to comply with SABS 906 Cisterns to comply with SABS 821 and fitments to SABS 1509 All taps to comply to SABS 226</p> <p><u>SANITARY FITTINGS</u></p> <p>Approved</p> <p>Stainless steel</p>					
1	Under-mount sink 370/370, 815 x 450mm stainless	No	1		
2	Rondo RDX610-34 round prep bowl with PVC 38mm waste & plug & handle, 340 diameter x 139mm	No	2		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>TAPS, FLUSH VALVES, ETC</u>					

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	Approved				
3	Highrise swivel single lever sink mixer 12L/min chrome	No	3		
	<u>WASTE UNIONS, TRAPS ETC.</u>				
	The following sanitary fittings to SABS specifications, etc.				
	Approved				
4	32mm Chromium plated outlet, slotted with back nut plug and chain	No	3		
	Rubber				
5	32mm Deep seal "P" or "S" trap	No	4		
	<u>ACCESSORIES</u>				
6	Soap dispenser	No	2		
	<u>SECTION NO.2</u>				
	<u>BILL NO. 8</u>				
	<u>PAINTWORK</u>				
	<u>PREAMBLES</u>				
	The tenderer is referred to the relevant clauses in the Model Preambles for Trades (2008 Edition) as issued by the Association of South African Quantity Surveyors before pricing this bill				
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	<u>SUPPLEMENTARY PREAMBLES</u>				

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	<p>Supplementary preamble items described in Bill No. 1, shall equally apply to this bill.</p> <p><u>GENERAL NOTES TO TENDERERS</u></p> <p>General notes, described in Section No.1, Bill No.1, shall equally apply to this Bill.</p> <p><u>PAINTWORK ETC TO EXISTING WORK</u></p> <p><u>ON FLOATED PLASTER</u></p> <p>Prepare and apply one coat professional plaster primer and two coats acrylic PVA paint. Colour to Architect and Client Approval</p>				
1	Plastered walls	m ²	130		
	<p><u>METAL SURFACES</u></p> <p>Prepare and apply one coat professional plaster primer, universal undercoat and two coats super enamel. Colour to Architect and Client Approval</p>				
2	On doors frames	m ²	5		
	<p><u>ON WOOD</u></p> <p>Prepare and paint three coats clear varnish:</p>				
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3	On doors	m ²	4		

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	<u>ON PLASTERBOARD</u>				
	Prepare and apply one coat primer and two coats internal paint with mat finish. Colour to Architect and Client Approval				
4	On internal ceilings and cornices	m ²	70		
1	Alterations and Renovations	Page	20		
2	Carpentry and Joinery	Page	23		
3	Ceilings, Partitioning and access flooring	Page	25		
4	Ironmongery	Page	26		
5	Plastering	Page	27		
6	Tiling	Page	29		
7	Plumbing and Drainage (Provisional)	Page	31		
8	Paintwork	Page	33		
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	<u>SECTION NO. 3</u>				

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	<u>BILL NO. 1</u>				
	<u>ELECTRICAL INSTALLATION</u>				
	<u>DISTRIBUTION BOARDS</u>				
	Manufacture, deliver to site, install, commission, test kiosks, distribution boards as per specification and single line diagram, to be housed in electrical. All electrical panels shall be stainless steel material, rates to include powder coated, busbars and drilling, busbar connections internal wiring etc. Refer to single line diagram for electrical panel colour				
	<u>DB - LABORATORY</u>				
1	Supply and Delivery	Item	1		
2	Installation	Item	1		
	<u>DB REMOVAL</u>				
3	Remove existing DB and handover to Mhlathuze Water	Item	1		
	<u>CIRCUIT BREAKERS</u>				
	Supply, Install and Connect circuit breakers in spare way of existing DB's. Allowance for this to be done on weekends / after hours				
4	10A, SP, 6kA	No	3		
5	20A, SP, 6kA mcb	No	10		
6	63A, DP, 30mA, 6kA earth leakage unit	No	2		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>CABLES</u>				

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	<p>Supply, deliver to site and install 1000/600 volt Cu / PVC / SWA/PVC cables. Install, rack, strap and testing of cables as per specification including clamps, ties and cable numbering system.</p>				
7	16 mm ² 4c 1000/600V PVC/SWA/PVC ECC Cu Cable	m	50		
8	16 mm ² 2c 1000/600V PVC/SWA/PVC ECC Cu Cable	m	25		
	<p><u>CABLES TERMINATIONS</u></p> <p>Termination of cables shall include supply, installation and testing of the glands with corrosion guard , making-off the cable, lugs, and fitting the gland to the board gland plate, switchgear or equipment and final connection of cable tails into board or terminals. Include for Reducing Glands and shrouds where applicable. NB: IP65 Glands are to be used where applicable.</p>				
9	16 mm ² 4c 1000/600V PVC/SWA/PVC ECC Cu Cable	No	2		
10	16 mm ² 2c 1000/600V PVC/SWA/PVC ECC Cu Cable	No	2		
	<p><u>LUMINARIES AND CONTROL DEVICES</u></p> <p>Supply, deliver, accept, store and install the following luminaries, complete with lamps and control gear as per specification. See and refer to the specification document for details of each luminary.</p>				
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11	Type A - 600 x 600mm surface mounted LED panel, 36W, CRI80, UGR19, 4000k led complete with 900m! flicker free LED driver, surge protection, and 3m cord set with 5A plug top, 50000 hours. Province Lighting - Theia R / 6X/80/40/36/OP	No	2		
12	Type AE - 600 x 600mm surface mounted LED panel, 36W, CRI80, UGR19, 4000k led complete with 900m! flicker free LED driver, surge protection, and 3m cord set with 5A plug top, 50000 hours. Province Lighting - Theia R / 6X/80/40/36/OP. With integral self-testing emergency battery back-up. minimum 50% lumen output for 60 mins	No	3		
13	Type C - 600 x 600mm surface mounted LED panel, 40W, CRI80, UGR19, 4000k led complete with 900m! flicker free LED driver, surge protection, and 3m cord set with 5A plug top, 50000 hours. Province Lighting - Hellas 6x6/40/40	No	4		
14	Type CE - 600 x 600mm surface mounted LED panel, 40W, CRI80, UGR19, 4000k led complete with 900m! flicker free LED driver, surge protection, and 3m cord set with 5A plug top, 50000 hours. Province Lighting - Hellas 6x6/40/40	No	2		
<u>ISOLATORS</u>					
Supply and Install rotary lockable isolators					
15	25 A DP flush mounted isolator cord grip mounted in 100 x 100mm box. Include for final connection to equipment with pvc coated metal flexible conduit and wiring	No	3		
16	30 A IP65 DP surface mounted air-conditioning isolator. Include for final connection to equipment with pvc coated metal flexible conduit and wiring	No	3		
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17	30 A DP flush mounted isolator cord grip mounted in 100 x 100mm box. Include for final connection to equipment with pvc coated metal flexible conduit and wiring	No	1		
	<u>OCCUPANCY SENSOR</u>				
	Supply and Install				
18	Type S motion sensor, PIR, 360 deg range, 7m detection area, recess mount, 80mm diameter	No	5		
	<u>SWITCHED SOCKET OUTLETS</u>				
	Supply and Install				
19	16A three pin normal flush mounted single switched socket outlet complete with PVC cover and metal screws	No	2		
20	5A three pin flush mounted un-switched socket outlet complete with PVC cover and metal screws for recessed light fitting	No	11		
21	16A three pin flush normal switched socket outlet for power skirting including cover	No	8		
22	16A three pin dedicated (red) single switched socket outlet unit with shaved earth pin for power skirting including cover	No	9		
23	Normal single 16A three pin switched socket outlet mounted in ceiling void for projectors and drop-down screens	No	2		
24	16A surface mount mounted normal double switched socket outlet complete with PVC cover and metal screws (100 x 100mm)	No	1		
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	<u>POWER SKIRTING</u>				
	Supply and install uPVC two compartment power skirting complete with 90 deg bends, couplings, covers, corners, end caps, T-pieces etc				
25	Two compartment channel	m	10		
26	Cover plate (individual compartment)	m	20		
27	End Cap	No	8		
28	Splices	No	1		
29	RJ45 Computer Data Outlet and Cover	No	7		
30	RJ11 Telephone Outlet Cover	No	4		
	<u>ACCESS OUTLETS</u>				
31	Supply and Install desktop flush mounted module with 1x 15A SA single switched socket outlet, 1x 15A SA single switched dedicated socket outlet and 1x data point including all accessories	No	2		
	<u>LIGHTING AND POWER POINTS</u>				
	Conduit placed in position for casting in concrete or screed, for building or chasing in concrete or brickwork, and surface mounting in ceiling voids including bending, short lengths, drawboxes, couplings, bends, tees and saddles. 1mm galvanised draw wire shall be installed in wireways for other services. 600/1000 V grade PVC installed stranded copper conductor drawn in conduit/wireways				
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32	Complete supply and installation of 20 mm uPVC conduit outlet boxes (flush and wiring 2 x 2,5 mm ² conductors 2,5 mm ² insulated E/W or 1.5mm ² general spiral lighting cable for the supplies from DB to luminaries, suspended luminaries (cable), light switches, Occupancy Sensors Dimmer Switches as shown on the relevant drawings. Include unswitched live for emergency fittings. Wiring channel measure elsewhere.	No	16	
33	Complete supply and installation of 20 mm UPVC conduit outlet boxes (flush) and wiring, 2 x 4 mm ² conductors 2,5 mm ² insulated E/W or 2.5mm general spiral plug cable for the supplies from DB to switch socket outlets, hydroboils, hand dryers & A/C outlets for the Building as shown on the relevant drawings. Wiring channel and powerskirting measured elsewhere.	No	29	
34	25mm Conduit with bends as required for DATA cabling with 1mm galvanised draw-wire as per drawings. Wiring channels and powerskirting measure elsewhere.	Item	1	
<u>ACCESS WIRING</u>				
O-Line 8300 (76mm x— 63mm) Galvanised steel channel complete with galvanised cover and knockouts for 5A three-pin socket outlets at 1500mm centres. Contractor to allow for additional knock-outs as required.				
35	Supply and Install suspended from concrete slab with and including hangers not exceeding 5000mm above floor level	m	60	
36	Surface mounted to brickwork, concrete, steel, wood, roof members, etc. exceeding 3000mm above floor level	m	60	
37	OL8300 end cap	No	4	
38	OL8300 90 degree bend (Int/Ext/Hor)	No	4	

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
39	OL8300 tee piece	No	2		
40	127 x— 76,2mm galvanised mild steel wring channel for data telephone and power trunking suspended from concrete slab trunking @5000mm AFFL with 20mm diameter alternating knockout every 1000mm on both sides complete with PVC dip in cover and hangers	No	20		
41	127 x— 76,2 end cap	No	2		
42	127 x— 76,2 90-degree bend (Int/Ext/Hor)	No	4		
43	127 x 76,2 tee piece	No	1		
	<u>HYDROBOIL</u>				
44	Type: Hydroboil Zip 5 Litre (Stainless Steel)	No	1		
	<u>EXISTING EQUIPMENT REMOVAL</u>				
45	Disconnection, removal of existing electrical equipment in existing control room and Laboratory. Note: All removed equipment must be kept onsite as Mhlathuze Water Property unless otherwise stated .	Item	1		
	<u>CABLE ENTRY SEALING</u>				
46	Supply and installation of fire-resistant sealer at all cable entries and between walls by specialist sub-contractor. Type Pyrocote or equal and approved. Four-hour rating to be supplied.	m ²	10		
	<u>CONSTRUCTION RECORD DRAWINGS</u>				
47	Allow for the marking up of prints of the entire installation for the production of construction drawing records. The Engineer shall produce the final drawings.	Item	1		

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>TESTING & COMMISSIONING</u>				
48	Test and commission the complete installation and issue Certificates of Compliance, test results and quality documentation.	Item	1		
	<u>OPERATION MANUALS</u>				
49	Supply as per project Specification (3 sets)	Item	1		
50	12-month maintenance, after sales support and guarantee	Item	1		
	<u>SECTION NO. 4</u>				
	<u>BILL NO. 1</u>				
	<u>FIRE DETECTION</u>				
	<u>SUPPLY AND INSTALL</u>				
1	Ziton ZP2 Fire panel - 1 loop - c/w 1 x— ZP2-ZI-40 & 2 Batteries	No	1		
2	Ziton Optical sensor Polar White c/w mounting sensor base	No	5		
3	Ziton ZP785-3 Flush mounting red analogue Call point.	No	2		
4	Resettable element for EA785-3 manual call points	m	2		
5	Hinged transparent MCP protection cover	No	2		
6	Zion ZP755HAV-2R Omnidirectional sounder & indicator	m	2		

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7	SPB-2R Red Pluggable base for ZP755 - 2 and -3 devices	m	2		
8	Fire Resistant Cable 2 X 1mm.sq. - PH30 - 100/100V	m	200		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
9	25mm Bosal Conduit and Fittings	m	200		
10	Interface Switching relay and enclosure	No	1		
11	Logbook Holder Block Plan	Item	1		
	Testing and Commissioning	Item	1		
12	As Built Drawings & Manuals, 12-month maintenance, after sales support and guarantee	Item	1		
	<u>SECTION NO. 5</u>				
	<u>BILL NO. 1</u>				
	<u>HVAC INSTALLATION</u>				
	<u>AIR CONDITIONING UNITS</u>				
	Supply and install air conditioning units including for connection to condensate piping. Model numbers listed below. Each unit to be provided with wall controllers.				
1	BC-Box Model:KHRQ22M20T VRV BOX CONNECTION	No	1		
2	COND-01 Model:RXYSQ6T8V VRV OUTDOOR CONDENSER	No	1		
3	HAU-01 Model:FXFQ50B VRV HIDEWAY UNIT	No	1		
4	CAS-01 Model:FXSQ100A VRV CEILING CASSETTE	No	1		

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5	MID-01 Model:FTCB35C MID-WALL UNIT	No	1		
6	COND-01 Model:RXB35C OUTDOOR CONDENSER	No	1		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>CONDENSATE PIPING</u></p> <p>Supply, deliver, off load and install the 32mm uPVC Piping including all equipment, complete with all accessories and a minimum of 15mm Thermaflex insulation. Installation shall include: fixing, accessories, hangers, and support between purlins. The price to include for all fixing materials into position, marking and setting out and any other items necessary for the complete installation and fall of drain piping. including liaison and co-ordination with relevant affected trades. NOTE: The onus is on the contractor to ensure that the fall from each drain point is sufficient so that no stagnant condensate will remain trapped in lines. All drains will be trapped by the HVAC subcontractor, but the required drain points will be provided by the plumber, trapped and connected to sewer within 2m from the required HVAC equipment 50mm, trapped, insulated uPVC captured in plumbing section 25mm, trapped, insulated uPVC captured in plumbing section</p>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7	Leak testing on all drain point	Item	1		0.00

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13	<p><u>Un-insulated Low-Pressure Ducting</u></p> <p>Supply, deliver, off load and install the following ducting including all equipment, complete with all accessories and Mezz flanges. Installation shall include fixing, accessories hangers, and supports between purlins. The price to include for all fixing materials into position, marking and setting out and any other items necessary for the complete installation, including liaison with the manufacturer and /or main contractor.</p>	Item	1		
	Duct work as per design				
	<p><u>GRILLES, DIFFUSERS, FIRE DAMPERS AND DOORS</u></p> <p>Supply, deliver, off load and install the following diffusers and grilles including 15mm thermoflex or equal insulation on back of diffusers, equipment, complete with all accessories. Installation shall include fixing, accessories, brackets, and supports between purlins where required. The price to include for all fixing materials into position, marking and setting out and any other items necessary for the complete installation, including liaison with the manufacturer and /or main contractor.</p>				
14	RAG-01 600X600 RETURN AIR GRILLE	No	1		
15	SAG-01 600X600 CRD Round plate diffuser	No	2		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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16	WL-01 300X300 WEATHER LOUVRE c/w WMS & PLEATED FILTER	No	1		
17	WL-01 250x250 WEATHER LOUVRE c/w WMS & PLEATED FILTER	No	1		
18	FB-4 300x300 REMOVABLE PLEATED FILTER	No	1		
19	BD-01 150 DIAMETER BALANCE DAMPER	No	1		
	<u>FIRE PROTECTION</u>				
20	FEX-01: 4.5 kg Dry Chemical Powder Fire Extinguishers	No	3		
21	Signage 290x290	No	2		
22	Provisional sum for Fire Stopping	Item	1		
	<u>PLUMBING</u>				
	Pipes & Fittings All fittings, rodding eyes, connections, bends, gulley's, vents, vent stacks, vent pipes, traps, etc. should be supplied in the pipes price.				
23	25 dia uPVC pipe class 9- in cavities, walls, under slung and in trenches	m	15		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

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24	50 dia uPVC pipe class 9 - in cavities, walls, under slung and in trenches	m	60		
	<u>WATER SUPPLY</u>				
	Pipes to SANS 460. All fittings and ancillary equipment such as Tees, elbows, bends, reducers, couplings, fixing into position, brackets, valves and insulation where applicable shall be included in the piping prices				
25	18 mm Copper Pipe Class 2	m	26		
26	22 mm Copper Pipe Class 2	m	30		
27	28 mm Copper pipe Class 2	m	30		
28	Raw water intake, raw water chemical house and clear water pure water mains to be extended to new position in laboratory. Drains to tie into existing drains. Copper pipe class 2	Item	1		
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO. 6</u>				

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	<u>BILL NO. 1</u>				
	<u>PROVISIONAL SUMS</u>				
	Note				
	The items described hereunder cover work which is not fully defined at tender date and which is intended to be executed by the contractor and/or his subcontractors. The amounts shown shall be used as directed by the principal agent and shall be deducted in all or in part if not required.				
	<u>SIGNAGE</u>				
1	Allow an amount of R10 000,00 (Ten Thousand Rand) for the installation of signage	Item	1		
2	Profit	%IT			
1	Preliminaries	Page			
2	Builder's Work	Page			
3	Electrical Work	Page			
4	Fire Detection	Page			
5	Mechanical Installation	Page			
6	Provisional Amounts	Page			
	SUB-TOTAL	ST	0		
	ADD 5%CONTINGENCIES TO BE USED AT THE CLIENT AND PRINCIPAL AGENTS DISCRETION	CONT	5		
	SUB-TOTAL	ST	0		
	ADD VAT RATE#	TAX	15		

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

SIGNATURE: _____

DATE: _____

(On behalf of the Tenderer)

- END OF SECTION -

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**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
LABORATORY AT NSEZI WTW**

PART C3

SCOPE OF WORKS

C 3.1 Description of the Works

C3.1.1 Employer's Objectives

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

The Nsezi Water Treatment Works (WTW) supplies portable water to Mondli, City of Mhlathuze and clarified water to Foshor. The plant has recently automated to improve plant control and monitoring. During plant operations, routine grab samples are taken and analysed every hour as part of plant monitoring. The results obtained are used to make necessary plant adjustments. The control room at Nsezi water Treatment Works is used for plant monitoring through SCADA, Coop outstations monitoring, grab analyses and housing filling cabinets.

The current control room at Nsezi WTW is small to accommodate all functions that it is used for. Furthermore the control room poses an electrical shock hazard to the plant personnel particular during sample analysis. This is due to the close proximity of the electrical wiring used to connect instrument and other electrical equipment. The plant has an old laboratory which was used previously as the main Mhlathuze Water (MW) Laboratory prior to it moved to the MW Head Office. It was recommended that this old laboratory be refurbished to accommodate both the control room and the plant laboratory. The old laboratory is currently not in use and it has enough space to accommodate the control room and the plant laboratory separately. The existing control room will then be used as a canteen.

C3.1.1.2 EXTENT OF THE WORK

Refurbishment of 45m² existing Laboratory with Control room:

- Paint Works
- Plumbing Works
- Electrical Works
- Mechanical Works

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**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
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C 3.1.2.1 Architectural Works

- a) The scope of work includes:
- Paint Works
 - Tiling Works
 - Plumbing Works
 - Electrical Works;
 - Mechanical Works
- b) Refurbishment of 45m² existing Laboratory
- Strip existing flooring and replace with new,
 - Strip existing wall tiles and replace with new,
 - Strip existing lighting and replace with new,
 - Fill and repair damaged walls in preparation for new paint,
 - Existing side rooms to be incorporated in the design,
 - provide new ceilings for ease of lighting installations; and
 - Provide additional plumbing connection for water testing.
- c) Control room and 25m² Canteen:
- Remove the existing control room equipment and relocate it to the new Space (existing laboratory); and
 - Provide new ceilings for ease of lighting installations.

C 3.1.2.2 Mechanical Works

- a) Supply, deliver and install an HVAC system comprising of:
- A mini VRV condenser unit installed on the roof,
 - A concealed ceiling unit connected to the mini VRV installed in the laboratory,
 - A cassette unit connected to the mini VRV installed in the canteen,
 - Duct work,
 - Connection to isolators provided by others,
 - A separate single mid-wall split unit supplied by its own condenser installed in the server room,
 - Hail guards for external equipment,
 - All terminal fittings such as weather louvers, filters, diffusers, etc.
 - Supply and install all condensate drains, refrigerant pipe, insulation and

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- Refnet branch; and
 - Controls.
- b) Supply, deliver and install plumbing equipment comprising of:
- A new 25-liter Hydroboil,
 - Extend existing water mains and connection to new tap fittings as shown on the drawing,
 - Hot water pipes shall be insulated,
 - Extend existing drains as shown on the drawing; and
 - Supply of all ancillary equipment such as vent valves, rodding eyes, etc.
- c) Supply, deliver and install fire protection equipment:
- Install 4.5kg dry chemical powder fire extinguishers and related signage,
 - Install firestopping where services protrude through fire walls; and
 - Strip out existing HVAC equipment in the laboratory and canteen. Minimum is a PDF and / or Layout of major equipment. As the report advances, P&ID's, line and valve lists, etc. can be added if required.

C3.1.2.3 Electrical Works

- a) The electrical scope involves the following:
- Removal and handover of existing electrical equipment from existing canteen and laboratory and handover to Client,
 - Relocation of the existing UPS from the existing control room to server room,
 - The supply and installation of new supply cables from the substation and/or main LV room to the new respective 400V or 230V switchboards complete with terminations and joints,
 - Supply and installation of distribution boards complete terminations and joints,
 - Supply and installation of light fittings, occupancy sensor and switched socket outlets,
 - Supply and installation of isolators and fixed appliances,
 - Supply and installation complete with termination of conduit, wiring earthing, etc. where required; and
 - Supply and installation of fire detection system.

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C 3.1.2.4 Construction Monitoring

- a) Stage 5 and 6: Construction Monitoring and Close-Out to entail the following:
- Administer the building contract,
 - Give possession of the site to the contractor,
 - Issue construction documentation,
 - Review sub-contractor designs, shop drawings and documentation for conformity of design intent,
 - Monitoring and control of works related to HVAC, Wet Services and fire prevention/detection services,
 - Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards; inspect and verify the rectification of defects,
 - Administer and perform the duties and obligations assigned to the principal agent in the building contract; including meeting minutes, progress reports and payment certificates,
 - Manage the completion process of the project; receive, comment and approve relevant payment valuations and completion certificates,
 - Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate,
 - Prepare and/or warranties. procure operations and maintenance,
 - Prepare and/or procure as-built drawings and documentation; and
 - Conclude the final accounts.

C 3.1.3.1 : LOCATION OF THE SITE

The site of the works is situated within the Mhlathuze Water Weir Transfer Pump station.

Location	Longitude	Latitude
Mhlathuze Water Nsezi WTW	31°57'19.21"E	28°48'3.22"S

Due to the nature of the site, inductions will need to be performed once the project has been awarded

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**REFURBISHMENT AND RENOVATIONS OF THE CONTROL ROOM & PLANT
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C3.2. ENGINEERING

C3.2.1: ACCESS TO THE SITE

The site of works is located within the Mhlathuze Water Nsezi treatment plant. The contractor is not permitted to enter the plant unauthorised. Furthermore, access to the site of works is via a dirt road through an access-controlled (gate) by remote protected by UVS.

C3.2.2: DRAWINGS

Drawing No.	Title Description
1268-014-BAR-0001	Architectural Layouts
1268-014-EED-0001	Electrical Layouts
1268 -014-BW-0001	Mechanical services

C3.2.2.1: Tender Drawings

The drawings as per the drawing list above shall be provided via email in order to give an overview of the project. Any ambiguities shall be clarified by the Tenderer with the Project Manager prior to the submission of Tenders.

C3.2.2.2: Construction Drawings

Construction drawings will be issued to the Contractor by the Project Manager on the commencement date. The successful Contractor will be supplied with 3 sets of unreduced paper prints of each drawing.

Construction methods used shall be as environmentally friendly as possible. No construction methods that will result in long term or permanent damage to the surrounding natural environment shall be allowed.

All construction work shall be undertaken in accordance with the Occupational Health and Safety Act and its Construction Regulations.

C3.2.4: MATERIALS AND WORKMANSHIP

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Workmanship throughout shall be executed according to the professional standards to the satisfaction of the Project Manager. All plant, materials and work shall comply with the requirements of the applicable specification and shall be of best quality and unused.

C3.3 CONSTRUCTION

C3.3.1: APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

Although not bound in or nor issued with this document, but are the Tenderer's/ Contractor's expense from the relevant specification authorities, for the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction shall apply:

Standardised Specifications

SANS 1200 A	:	General (Small Works)
SANS 1200 AB	:	Engineer's Office
SANS 10400	:	Building standards

APPLICABLE SANS STANDARDS

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain the latest issues from South Africa Bureau of Standards (a division of SABS) in Pretoria.

SANS 10396:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1921-1	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works
SANS 1921-6	Construction and Management Requirements for Works Contracts Part 6: HIV I AIDS Awareness

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C3.3.2: APPLICABLE PARTICULAR SPECIFICATIONS

PB BUILDING WORKS

PB 1 SCOPE

This particular specification covers the refurbishment.

PB 2 INTERPRETATIONS

PB 2.1 Supporting Specifications

Reference is made to the latest issues of the following standards:

SANS 227 Burnt clay masonry units
SANS 471 Portland cement
SANS 589 Hollow clay building blocks
SANS 727 Windows and doors
SANS 1 090 Sand for plaster and mortar
SANS 1 215 Concrete masonry units

PB 3. MATERIALS

PB 3.2 Cement

Cement shall be ordinary Portland Cement complying with the requirements of SANS 471. No cement which is older than 3 months or which contains lumps from absorbed moisture may be used.

PB 3.3 Sand

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Sand for mortar and plaster shall comply with the requirements of specification SANS 1090.

PB 3.4 Water

Water shall be clean and free from injurious amounts of acids, alkalis, sugar and other organic substances and shall be in accordance with the requirements of BS 3148.

PB 3.5 Burnt Clay Masonry Units

Bricks, blocks and other masonry units shall be good quality and comply with the requirements of and be classified according to SANS 227.

Unless otherwise specified in the Contract, the following classes of bricks shall be used.

For all external brickwork where specifically called for: Facings.

For all plastered brickwork: General purpose or stock.

For all other brickwork : Engineering.

All types and classes of bricks shall be subject to the approval of the Engineer at all times.

Care shall be taken during loading, transporting, off-loading and handling on the site to prevent damage to bricks. Facings shall in particular be carefully placed in layers separated by straw or other suitable material until installed.

PB 3.8 Lintels

Unless otherwise specified in the Contract lintels shall be of the pre-stressed hollow clay tile, or pre-stressed concrete type subject to the approval of the Engineer, and suitably designed for the loads and spans for which they will be required.

PB 5 CONSTRUCTION

PB 5.1 Mortar For Brickwork

Mortar for use with facings and general purpose bricks shall be comprised of the following proportions by volume:

PB 5.1.1 Class A

1 Cement: 1/4 Lime: 4 Sand

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Minimum compressive strength after 28 days shall be 10,5 Mpa. This shall be used in all external face work and other brickwork exposed to weather and severe humid and damp conditions.

PB 5.1.2 **Class B**

1 Cement: 11/4 Lime: 6 Sand

Minimum compressive strength after 28 days shall be 4,9 Mpa. This shall be used in load bearing walls, piers and columns and in partition panel and free standing walls not subject to continuous dampness.

PB 5.1.6 **Class C**

1 Cement: 2 Lime: 9 Sand

Minimum compressive strength after 28 days shall be 1,4 Mpa. This shall be used in non-load bearing walls not exposed to weather or any damp conditions. It shall not be used in free standing balustrades.

PB 5.2 **Brickwork**

All bricks shall be thoroughly wetted prior to laying and well bedded in mortar. Only whole bricks except where half bricks are required as closures shall be used.

Joints shall be 6 mm maximum width in the case of exposed brickwork (unless otherwise specified in the Contract) and 10 mm in the case of unexposed brickwork, and brickwork to be plastered.

Unless otherwise specified in the Contract, mortar joints shall be pointed as follows:

Facing: Horizontal joints square, vertical joints flush.

Unexposed brickwork: Flush

Brickwork to be plastered or tiled scraped out 10 mm deep.

Brickwork generally shall be built in English bond, half brick and cavity walls in Stretcher bond unless shown on the Drawings that cavity walls are to be built with snap headers to match facework or other brickwork in English or Flemish bond. Where directed that walls be built in Garden wall bond this shall consist of three courses of stretchers to one course of header in each course.

All brickwork shall be set out and built to the respective dimensions, thicknesses and lengths shown on the Drawings or directed by the Engineer.

Brick walls shall be constructed such that no portion of a wall is more than one metre higher than any other portion at any time.

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All bricks shall be laid on a solid mortar bed well butted on all sides and joints fully grouted. Perpend shall be truly perpendicular for the whole height of the building.

No brickwork shall be constructed during weather conditions that may adversely affect the appearance or the strength thereof.

Brickwork shall generally be kept clean from mortar and defacing matter and shall be protected and finally cleaned as described below.

PB 5.5 Building In Of Frames, Pipes, Etc.

Door and window frames shall be truly level and plumb and be firmly held in position with hoop iron fixing straps firmly built into the brickwork as the work proceeds.

Brickwork shall be carefully cut and built up around pipes etc. passing through walls such that courses remain neat and regular and joints match.

Bricks shall butt hard up against frames and pressed steel door frames be grouted up solid with mortar at the back.

Lintels over openings not exceeding 1 m wide, in one brick thick walls, shall be on flat, and in all other cases shall be on edge, using two or more lintels in walls one brick thick and over, built side by side, to make up the thicknesses of walls.

Lintels shall be made not less than 21 days before building in, and shall be cured for at least 14 days by being kept damp in a shaded position.

The lintels shall be hoisted into position and bedded and grouted in solid in cement mortar.

PB 5.11 Reinforced Brick Lintels

Reinforced brick lintels shall be built with sound machine made bricks with all vertical and horizontal joints filled solid with mortar throughout the required number of courses and to a distance of at least 330 mm on either side of the clear opening.

The number of courses in lintels over the various size openings shall be as specified in table hereunder, and reinforcing steel wires or rods shall be built into the first horizontal joint over the bottom course as laid down therein viz.:

CLEAR OR DAYLIGHT SPAN, metres	NUMBER OF REINFORCEMENT COURSES
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Not exceeding 1	4	One row of 75 mm wide brick reinforcement as described below, for each half brick width of soffit
Over 1 to 1,5	6	Ditto
Over 1,5 to 2	7	Three 6,3 mm diameter mild steel rods for each half brick width of soffit

Brick reinforcement shall be of hard drawn mild steel comprising two 3,15 mm diameter cross wires spaced at not exceeding 300 mm apart, welded to main wires.

The reinforcement wires and rods shall be of length at least equal to the width of the clear opening plus 330 mm at each end. The reinforcement shall be evenly spaced in the brick joints, with the outer wires or rods having at least 20 mm cover from face of brickwork.

Brick lintels in 270 mm thick cavity walls shall be built in two half brick thicknesses in stretcher bond, with inner face of outer thicknesses, for a depth of three courses above soffit, covered with sheeting as for damp course the full length of lintels, and space between the two thicknesses for the depth of the sheeting filled in solid with Class 25/40 concrete. Where cavities continue above lintels, the sheeting shall be taken up and turned on to top of first course of brickwork to inner thickness of wall, above the concrete filling in lintels. The sheeting is not required in lintels protected from the weather.

The lintels, except where built over pressed steel door frames and the like, shall be supported on temporary formwork left in position for at least 14 days.

PB 5.17 Cramps to Wood Frames

Wood frames to doors, windows, etc., shall be set up in position for building in as described and built in as the work proceeds with cramps to jambs of 1,6 mm thick galvanised hoop iron, 32 mm wide, with ends turned 50 mm up against stiles of frames and each twice screwed to frame, and built 450 mm into wall with end turned up into brickwork joint.

Cramps shall be built in approximately 0,3 m up from bottom and approximately 0,3 m down from head of frames and intermediately at not exceeding 0,85 m apart. No frame shall have less than two cramps to each jamb irrespective of height.

PB 5.18 Bedding and Pointing

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All door, window and similar frames shall be bedded and pointed in 3:1 cement mortar. All plates shall be bedded in 5:1 cement mortar. Steel door and window frames be carefully pointed all round and made perfectly watertight.

Where steel door and window frames are specified to be pointed with mastic compound they shall be pointed all round externally with an approved waterproof compound, of such composition that it will not stain surrounding surfaces, and that it will adhere tenaciously, remain plastic without sagging or running, be capable of accommodating any normal movement of the joint sealed, and will receive paint without "bleeding". The pointing material shall be forced into the joints, which shall have been previously prepared to receive same, by means of a pressure gun, or by other suitable method, all in accordance with the manufacturer's instructions.

PB 5.19 Protect And Clean Down Brickwork

Angles of face brickwork, reveals, steps, etc., liable to damage shall be covered up and protected during the progress of the remaining work, and any damage done shall be made good to the satisfaction of the Engineer.

Face brickwork and brick and tile sills, copings, etc., shall be cleaned down as the work proceeds and surfaces liable to be soiled by mortar or plaster splashes during the progress of the remaining work, shall be covered with paper pasted on, or by other approved means. On completion of the works the coverings shall be removed and the surfaces again cleaned down to the satisfaction of the Engineer.

Any detergent or other materials used in the cleaning of face brickwork, etc., shall be of such nature that will not harm adjoining paint and other finishings in any way.

All tile and other pavings shall be thoroughly cleaned off after laying to remove all traces of mortar and other substances, covered up and protected from damage during the progress of the works, and again cleaned off at completion.

PB 8 MEASUREMENT AND PAYMENT

PB 8.1 General

Brickwork shall be measured and paid for per square metre of brick wall area for the various types and thickness of brick walls listed in the Schedule of Quantities or per cubic metre in the case of brick piers, columns and supports for pipework, etc. Brick types may be specified according to average compressive strength, water absorption, exposure conditions, etc.

PB 8.2 Scheduled Items

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PB 8.2.1 Brickwork

- a) 115 mm wall Unit : m²
- b) 230 mm wall Unit : m²

The rate shall include for the supply of all materials and labour necessary as well as finishing of fillets and corners.

C3.3.3: SITE FACILITIES AVAILABLE

(a) Source of Water Supply

Mhlathuze Water shall only provide water supply for drinking purposes due to the only available water source being a borehole. Therefore the contractor shall not utilise the water supply for construction purposes, hence must make provision for this supply at their own cost for the duration of the contract.

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

(b) Source of Power Supply

Mhlathuze Water shall provide the contractor with electricity supply during construction however connection extension cables must be provided by the contractor.

No warranty is offered or given by the Employer that the existing available electricity supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed, especially in the event of load-shedding.

(c) Sanitary Facilities

The Contractor shall, in accordance with the provisions at his own cost, be responsible for safely and hygienically dealing with and disposing of all human excrement by providing temporary ablution facilities for the duration of the contract since there is no existing water borne system available at the pump station.

(d) Location of Camp and Materials Storage Area

A specific area in close proximity to or on the Site of the Works will be made available by the Mhlathuze Water to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Agent and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

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(e) Disposal Site

All material cleared on site, rubble, spoil and refuse shall be disposed of at the regional general waste landfill site (Empangeni).

Disposal costs for all disposals made by the Contractor at the landfill site shall only be paid against the provided provisional sum in the BOQ however all claims must be supported with disposal slips with associated costs.

C3.4. MANAGEMENT

C3.4.1: CONSTRUCTION PROGRAMME

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

C3.4.2: PAYMENT CERTIFICATES

Payment certificates shall be submitted in the form of the Bill of Quantities. Columns shall be provided showing the previous quantity, current quantity and total quantity claimed under each item.

The Payment Certificates shall be submitted with an Invoice and a Statement for payment of the amount claimed. No payment shall be made by Finance without a Statement.

The Contractor will be responsible for supplying correct bank details to the Employer for electronic payments and the Employer will not be held responsible for any incorrect bank details supplied by the Contractor.

C3.4.3: FORMAT OF COMMUNICATIONS

Throughout the construction period all communication between parties shall be in writing delivered by means of email. All verbal instructions, requests or agreements shall be confirmed in writing to be of effect.

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Throughout the contract period, the Contractor shall supply and maintain the following documentation that shall be kept accessible to both the Contractor and the Project Manager:

- a) Site Request/ Instruction Book
- b) Health and Safety File
- c) Daily Register
- d) Daily Contract Diary
- e) Construction Programme

C3.4.4: CONTRACTOR'S SITE AGENT

The Contractor shall appoint a suitably qualified and competent Site Agent who has had adequate site management experience on building projects of similar scope and value and shall be on the site on a full time basis and at all times when work is being performed, for the full duration of the contract.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

C3.4.6.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

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PART C4

SITE INFORMATION

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C4.1: SITE INFORMATION

The proposed building is situated within the following co-ordinates:

Location	Longitude	Latitude
Nsezi Water Treatment Plant	28°44'57.6"S	31°58'55.5"E

Site Location Map:



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C.4.1 LOCALITY

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PART C5

TENDER DRAWINGS

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**PART C6
TENDER ANNEXURES**

Annexure A - Electronic Book of Drawings

Annexure B – Excel Tender BoQ (for information only)

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Special Conditions of Contract Part 2

SPECIAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

1.1 Breach

Means an act of breaking the terms set out in a contract. If the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing.

1.2 Information

Means all information including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

1.3 Intellectual Property Rights

Includes any patents or patent applications, trade and services marks whether registered or unregistered, registered design, design rights, copyright, rights in databases, domain names, trade or business names and any other similar protected rights in any country (together with the right to apply for any of the above, if applicable).

1.4 Start date

The date on which the successful bidder signs the Letter of Appointment.

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2. INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes :
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the interpretation clause, effect shall be given to it as if it were a substantive provision in the body of the Contract;
- 2.3 In this Contract a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.4 2.2.3 Any reference in this Contract to:
- 2.5 "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 2.6 "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 2.7 "reasonable" means reasonable care, cause, just, rational, appropriate, ordinary, or usual in the circumstances depending on the action and/or omission of one of the parties or contractors.
- 2.8 "writing" means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, No 25 of 2002.
- 2.9 Unless otherwise provided, defined terms appearing in this Contract in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- 2.10 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Commencement Date and as amended or substituted from time to time;
- 2.11 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day;

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- 2.12 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;
- 2.13 The rule of construction that this Contract shall be interpreted against the Party responsible for the drafting of this Contract, shall not apply;
- 2.14 No provision of this Contract shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to this Contract.
- 2.15 If there is any conflict between the provisions of this the Terms of Contract in the Standard Professional Services Contract and the Special Conditions of Contract, the provisions of the Special Conditions of Contract shall prevail.
- 2.16 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. DURATION

This contract shall commence on the date the successful bidder signs the letter of appointment and shall continue for a period of 15 months, unless terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.

4. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

- 4.1 Mhlathuze shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the appointment letter.
- 4.2 The price is fixed and not subject to change unless agreed on by the parties.
- 4.3 Amounts due to the Service Provider shall be paid by Mhlathuze within **thirty (30) days** of receipt by it of the relevant invoices into the bank account nominated by the Service Provider.
- 4.4 If any item or part of an item in an invoice submitted by the Service Provider is disputed by Mhlathuze, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. The dispute resolution mechanisms shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 4.5 All charges in this contract are inclusive of Value Added Tax.

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5. CORRUPT PRACTICES

- 5.1 Any- (a) official from the employer or service provider who, directly or indirectly, accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) Person who, directly or indirectly, gives or agrees or offers to give any gratification to a person, whether for the benefit of that person or for the benefit of another person, in order to act, personally or by influencing another person so to act, in a manner-
- (i) That amounts to the- (aa) illegal, dishonest, unauthorized, incomplete, or biased; or
- (bb) misuse or selling of information or material acquired in the course of the, exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
- (ii) That amounts to- (aa) the abuse of a position of authority;
- (bb) a breach of trust; or
- (cc) the violation of a legal duty or a set of rules;
- (iii) Designed to achieve an unjustified result; or
- (iv) That amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corrupt activities.
- 5.2 Without derogating from the generality of 5.1, "to act" in 5.1 includes-
- (a) Voting at any meeting;
- (b) Performing or not adequately performing any project functions;
- (c) Expediting, delaying, hindering or preventing the performance of an official act;
- (d) Aiding, assisting or favoring any particular person in the transaction of any business;
- (e) Aiding or assisting in procuring or preventing the passing of any vote or the granting of any contract or advantage in favor of any person in relation to the transaction of any business;
- (f) Showing any favor or disfavor to any person in performing a function of the project;
- (g) diverting, for purposes unrelated to those for which they were intended, any property belonging to the state which such officer received by virtue of his or her position for purposes of administration, custody or for any other reason, to another person; or
- (h) Exerting any improper influence over the decision making of any person performing functions in the project.

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6. HEALTH AND SAFETY

- 6.1 The Service Provider shall have no claim against the Employer or any of its employees in the event of any loss, accident or injury whether fatal or otherwise, occurring to the Service Provider, its designated employees on the premises or whilst providing the services to the Employer, whether such loss, damage, accident or injury occurs from any cause whatsoever, nothing at all excepted.
- 6.2 The Service Provider warrants that as an employer it is fully compliant with the relevant sections of the Occupational Health And Safety Act, Act 85 of 1993 ("the OHAS act") as amended and the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ("the COIDA") as amended.
- 6.3 The Service Provider indemnifies and holds the Employer harmless for the injury, damage or loss suffered by any person in its employ as a result of the services provided howsoever arising and undertakes to compensate the Employer fully for any loss sustained by the Employer through and arising as a result of the provision of the services.
- 6.4 The services shall be conducted in a safe and responsible manner and to this end the Service Provider certifies that it is fully conversant with the provisions of the OHAS act and that the service provider and its designated employees will adhere to the same.
- 6.5 The service provider shall bear full responsibility for ensuring that the provisions of the OHAS act and its regulations are properly implemented in the premises designated for the services in respect of all aspects of the services to be undertaken and that all other laws that pertain to the services will also be complied with.

7. GOOD FAITH AND REASONABLENESS

- 7.1 The parties hereby undertake to exercise good faith in all dealings with one another arising out of the conclusion, implementation and termination of this agreement and undertake to take such steps as may be reasonably necessary in order to ensure the successful implementation and fulfillment of this agreement.

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- 7.2 The parties shall at all times ensure that they engage with one another based on principle and standards of reasonableness, so as to facilitate the prompt and successful completion of their obligations in terms of this agreement.

8. CONTINUED EFFECT – NO WAIVER

- 8.1 Regardless of any breach of this agreement by any party, and without prejudice to any other rights which the other parties may have in relation to it, the other parties may elect to continue to treat this agreement as being in full force and effect and to enforce its rights under this agreement unless and until it is terminated in accordance with its terms.
- 8.2 The failure of any party to exercise any right under this agreement, including any right to terminate this agreement and any right to claim damages, shall not be deemed a waiver of such right for any continuing or subsequent breach.

9. NOTICES

- 9.1 Any notice, request, consent or other communication made between the parties pursuant to this agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post, email or fax to such party at the address specified in the special terms of agreement.
- 9.2 Electronic communications shall comply with the terms of the electronic media act no. 36 of 2005.
- 9.3 If the sender requires evidence of receipt, the sender shall state such requirements in the communication and, wherever there is a deadline for the receipt of the communication, the sender may demand evidence of receipt of the communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 9.4 A notice shall be deemed to have been received –
- 9.4.1 **14 (fourteen) days** after posting, if posted by registered post to the party's address;

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- 9.4.2 on delivery, if delivered to a responsible person during normal business hours at the party's physical address; and
- 9.4.3 On dispatch, if sent to the party's email and confirmed by a responding email.
- 9.5 Either party may change its address stated in 45 for purposes of this clause to another address by giving the other party **30 (thirty) days** advance written notice of such a change. The new address becomes effective on receipt by the addressee of such written notice. A notice shall be necessary in respect of a new or changed facsimile number.

10. INVALIDITY AND SEVERABILITY

Whenever possible, each provision of this agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this agreement, all of which shall remain in full force.

11. WAIVER

No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.

11.1 STIPULATIO ALTERI

No part of this Agreement shall constitute a *stipulatio alteri* in favor of any person who is not a Party to the Agreement unless the provision in question expressly provides that it does constitute a *stipulatio alteri*.

12. QUARTERLY PERFORMANCE EVALUATIONS

- 12.1 The performance of the Service Provider shall be assessed by the employer on a quarterly basis.

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- 12.2 The quarterly performance evaluations shall be done to assess whether the Service Provider is rendering the services as set out in the scope of work and whether the services and/or products are delivered in a manner that is efficient and effective.
- 12.3 The performance assessment shall be done in accordance with the employer's policies and procedures.
- 12.4 The Service Provider shall assist the employer with these assessments in any way reasonably expected and the employer may inform the Service Provider of its results.

13. PAYMENTS DUE TO THE SERVICE PROVIDER SUBJECT TO A FINDING BY THE AUDITOR GENERAL

- 13.1 The Employer is a public entity regulated by the PFMA as set in the Preamble of the contract.
- 13.2 Section 51(b)(ii) of the PFMA obliges the Employer as a public entity, to "prevent irregular expenditure, fruitless and wasteful expenditure, losses resulting from criminal conduct, and expenditure not complying with the operational policies of the public entity;".
- 13.3 Section 51(d)(ii) of the PFMA obliges the Employer as a public entity, to "... comply with any tax, levy, duty, pension and audit commitments...".
- 13.4 In the event that there are adverse audit findings by the Auditor General in respect of this contract and an investigation is undertaken by the Employer pursuant to those audit findings, in respect of which there is real apprehension that the contract between the Employer and the Service Provider may be affected, and the investigation is not yet complete, it would present a legal impossibility for the Employer to perform in so far as paying the Service Provider's submitted invoices is concerned.
- 13.5 In this event the Service Provider will utilise clause 14 of this agreement to resolve such a dispute and will not institute any formal legal proceedings against the employer.

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14. DOMICILIUM

- a) The Employer chooses, as its address for all purposes under this Contract, the following *domicile*:

Physical address:	Cnr of South Central Arterial and Battery Bank Road, Alton, Richards Bay, 3900
Postal address:	P/Bag X1047, Richards Bay, 3900
Telephone no.	035 902 1185
Email address:	sngubane@mhlathuze.co.za
Contact Person:	Mr Sithelo Ngubane Programme Manager, Technical Services

- b) The Service Provider chooses, as its address for all purposes under this Contract, the following *domicile*:

Physical address:	
Tel no.	
Email address:	
Contact Person:	

15. COSTS

Each Party shall bear its own costs of and incidental to the negotiation, preparation, settling, signing and implementation of this Contract.

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