



PROCUREMENT DOCUMENT

TENDER / CONTRACT NO: PU111/2022

THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF GUARD HOUSE, BOUNDARY WALL, INCLUDING GATE, STORMWATER, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEMS AT GOUDKOPPIES LANDFILL SITE

CIDB Class Grading 7GB or Higher

NAME OF TENDERER (COMPANY) :

TENDER PRICE (INCLUDING VAT) :

CIDB CRS NUMBER :

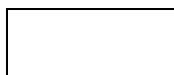
ISSUED BY:

The Managing Director
PIKITUP JOHANNESBURG SOC LIMITED
66 JORRISSEN STREET
BRAAMFONTEIN
2017

Contact Person: Morne Koortzen

E-mail: mornekoortzen@pikitup.co.za

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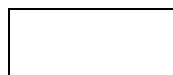
Contractor



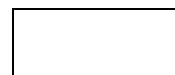
Witness 1



Witness 2



Employer



Witness 1



Witness 2

SCAM ALERT

With an endeavor to promote transparent tender processes and to comply with the relevant legislation, bidding company names and bid values are called out at tender opening and such details are also published on the Pikitup website. Fraudsters however abuse the information available from various sources on the internet with fraudulent intentions.

It came to our attention that fraudsters are posing as municipal entity employees claiming that they are Tender administrators, or members of either the Bid Evaluation or Adjudication Committee's, and soliciting bribes from bidders for being favored during the tender evaluation or being awarded the tender.

Bidders are requested to be vigilant pertaining to the following:

- Pikitup tender documents are available free of charge from the National Treasury e-tender portal (and / or the CIDB website if applicable), thus do not pay for tender documents, unless the tender advertisement clearly specify such details.
- Pikitup is using the National Treasury Central Supplier Database (CSD), hence Pikitup will not request bidders to pay for supplier registration forms.
- All Pikitup tenders are published on the National Treasury e-tender portal, the Pikitup website, and / or the CIDB website. Only respond to tenders that are published on these websites.
- Bid responses must be deposited in the Pikitup tender box as indicated in the respective tender documents.
- Only correspond in writing with the Pikitup contact person as indicated in the tender document. The Pikitup official and contact details are also advertised on the National Treasury e-tender portal, the Pikitup website and / or CIDB website.
- Do not entertain any request for a bribe, and never pay money for being favored or being awarded a tender.

REPORT FRAUD AND CORRUPTION

Please report fraud and corruption at the City of Johannesburg Anti-Fraud Hotline: 0800 002 587 and / or the National Treasury Anti-Corruption Hotline: 0800 701 701

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER DATA

Clause number	Data
1.1 ACTIONS	The Employer is: Managing Director PIKITUP JOHANNESBURG SOC LIMITED 66 Jorissen Street BRAAMFONTEIN 2001
1.2 TENDER DOCUMENTS	<p>The Tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering procedures</p> <p>Part T1.1 Tender Invitation Part T1.2 Tender Data Part T1.3 Standard Conditions of Tender Part T1.4 Project Summary Overview</p> <p>Part T2 Evaluation of bids</p> <p>Part T3 Returnable Documents</p> <p>Part T4 MBD Documents and Declarations (attached)</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data</p> <p>C1.1 Form of offer and acceptance C1.2 Special Conditions C1.3 Contract data C1.4 Form of Guarantee C1.5 Agreement in terms of the Occupational Health and Safety Act, 1993</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Instructions and Bill of Quantities (Attached)</p> <p>Part C3 Scope of Works</p> <p>Part C4 Drawings (Attached)</p>

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1 TENDER INVITATION

INVITATION TO PROSPECTIVE BIDDERS

Pikitup Johannesburg SOC Ltd invites prospective bidders to submit proposal documents as part of the bid process for the service required below:

PROJECT NO	PU111/2022
PROJECT DESCRIPTION	THE APPOINTMENT OF A CONTRACTOR for phase 1 construction of guard house, boundary wall, including gate, stormwater, installation of monitoring boreholes and dewatering systems at Goudkoppies landfill site
COMPULSORY SITE VISIT / BRIEFING MEETING DATE AND TIME	1 FEBRUARY 2023 FROM 11:00 TO 12:00 (NB: BIDDERS/CONTRACTORS WILL NOT BE ALLOWED TO SIGN THE ATTENDANCE REGISTER AFTER 12:00)
COMPULSORY SITE VISIT / BRIEFING MEETING VENUE	Goudkoppies Landfill Site 156 Houthammer Road, Devland, Johannesburg (Co-ordinates: Latitude – 26.280663; Longitude - 28.925476)
DISTINCT PRE-QUALIFICATION CRITERIA	MINIMUM B-BBEE STATUS LEVEL 3 (I.E. B-BBEE LEVEL 1, 2 OR 3 ONLY) Bidders are required to submit a valid B-BBEE Status Level Verification Certificates / valid sworn affidavit in compliance with the code of practice issued under section (9) thereof to substantiate B-BBEE rating claim. ACTIVE CIDB REGISTRATION CERTIFICATE ON A CLASS OF CONSTRUCTION GRADING OF 7GB OR HIGHER 30% SUB-CONTACTING - a minimum of 30% of the total contract value must be sub-contracted to enterprises that are EME or QSE which is at least 51% owned by black people OTHER PRE-COMPLIANCE CRITERIA AS PER THE TENDER REQUIREMENTS
EVALUATION CRITERIA	PRE-COMPLIANCE EVALUATION, FUNCTIONALITY EVALUATION, AND PRICE AND PREFERENCE (80/20)
CLOSING DATE	15 FEBRUARY 2023 AT 11:00AM NB: No late tenders will be accepted
CONTACT PERSON	MORNE KOORTZEN
EMAIL ADDRESS	Mornekoortzen@pikitup.co.za

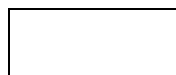
Bid documents are obtainable from the 9th January 2023 until date of closure, for downloading on e-tender portal or CIDB website free of charge.

Sealed bid documents should be deposited in the Pikitup Tender box, situated at the Pikitup Head Office, Ground Floor, Pikitup Tender Office, Jorissen Place, 66 Jorissen Street, Braamfontein, by no later than the closing time and date reflected above.

LATE, TELEGRAPHIC, FACSIMILE OR E-MAILED BID DOCUMENTS WILL NOT BE CONSIDERED



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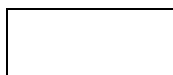
Contractor



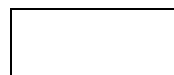
Witness 1



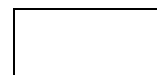
Witness 2



Employer



Witness 1



Witness 2

T1.2 TENDER DATA

T1.2 TENDER DATA


This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Tender Data makes several references to the CIDB Standard Conditions of Tender 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 CIDB 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	Data
C.1.4 Communication and employer's agent	The Employer's agent is: Name: MAVIMBELA QUANTITY SURVEYORS Address: 15 FIDDES STREET, BRONKHORSTSPRUIT BRONKHORSTSPRUIT 1020 Tel: 013 973 0144 Fax: 086 480 1433 E-mail: smbonani@gmail.com
C.1.5 Cancellation and Re-invitation of Tenders	C.1.5.1 An organ of state may prior to the award of the tender, cancel a tender if- (a) due to change circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. C.1.5.2 The decision to cancel the tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.
C.2.1 Eligibility	C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.


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Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

Clause number	Data
	<p>Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7GB or higher class of construction work,</p> <p>Joint Ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 7GB or higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7GB or higher class of construction work.
C.2.2 Cost of tendering	<p>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.</p> <p>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 cost pertaining to the printing of the tender documents.</p>
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.2.7 Clarification meeting	<p>The arrangements for a compulsory information session are:</p> <p>Compulsory briefing session / site visit will be held at Goudkoppies Landfill Site (156 Houthammer Road, Devland, Johannesburg) on the 1st February 2023 from 11:00am to 12:00</p> <p>(Co-ordinates: Latitude – 26.280663 Longitude 28.925476)</p>
C.2.10 Pricing the tender offer	<p>C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes</p>

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Employer

Witness 1

Witness 2

Clause number	Data
	<p>(except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, Taxes and levies being those applicable 14 days before the closing time stated in the tender data.</p> <p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>C.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.</p>
C.2.13 Submitting a tender offer	<p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink.</p>

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Witness 1

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	<p>The <i>whole original</i> Tender document, <i>as issued by PIKITUP</i>, shall be submitted. <i>No copies will be accepted.</i> Tenders may only be submitted on the Tender documentation issued by PIKITUP.</p> <p>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.</p> <p>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.</p>
C.2.13.5 Submitting a tender offer	<p>Sealed Tender documents should be deposited in PIKITUP Tender box as indicated below, by no later than the time and date reflected below.</p> <p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package. Location of Tender box is PIKITUP Head Office, Ground Floor, 66 Jorissen Street, Braamfontein.</p> <p>Identification details is TENDER / CONTRACT NO :PU111/2022 APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF GUARDHOUSE, CONCRETE BOUNDARY WALL INCLUDING GATE, STORMWATER DRAINS, INSTALLATION OF BOREHOLES AND DEWATERING SYSTEM AT GOUDKOPIES LANDFILL SITE.</p>
C.2.13.8 Submitting a tender offer	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.2.15 Closing time & date	<p>WEDNESDAY 15 FEBRUARY 2023 AT 11H00</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.</p>
C.2.16.1	<p>Tender offer validity</p> <p>If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, but not longer than 16 weeks.</p>
C.2.18 Provide other material	<p>C.2.18.1</p> <p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. 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.</p>

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Witness 2

Employer

Witness 1

Witness 2

Clause number	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.2.23 Certificates	<p>The Tenderer is required to submit with his Tender.</p> <div style="border: 1px solid black; padding: 5px;"> <p>a) To enable Pikitup to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> • Copy of the Central Supplier Database (CSD) registration, where the CSD is fully tax compliant (CSD must not be older than 3 months); • or indicate their Master Registration Number / CSD Number; where the CSD is fully tax compliant <p>Note:</p> <ul style="list-style-type: none"> - Refer to MDB 1 in Part T4 - The tax compliance status on CSD must be maintained, since the tax status will be confirmed on the CSD website during the evaluation process as well as prior to final recommendation to award) </div> <div style="border: 1px solid black; padding: 5px;"> <p>b1) Confirmation that the bidding company's rates and taxes are up to date:</p> <ul style="list-style-type: none"> • Where the property is owned by the bidding company, an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. The correspondence may not be older than 3 months from date of tender closing; or • Where the property is leased or arrangements are in place for the bidding company to operate from the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. </div> <div style="border: 1px solid black; padding: 5px;"> <p>b2) In addition to the above, confirmation is required that rates and taxes are up to date for all the bidding company's <u>owners / members / directors / major shareholders</u>:</p> <ul style="list-style-type: none"> • Where an <u>owner / member / director / major shareholder</u> is not residing within South Africa, an affidavit is required from the <u>owner / member / director / major shareholder</u> confirming the aforesaid </div>

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Contractor

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Employer

Witness 1

Witness 2

Clause number	Data
	<ul style="list-style-type: none"> Where the property is owned by the <u>owner / member / director / major shareholder</u> an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. or Where the property is leased or arrangements are in place for the <u>owner / member / director / major shareholder</u> to reside at the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. <p>The above correspondence may not be older than 3 months from date of tender closing. Statements must be on a letterhead and dated, and letters or affidavit must be dated and signed.</p>
	<p>c) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9 in Part T4)</p> <p>The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p>
	<p>d) Local production content. Duly signed and completed MBD 6.2 and Annexure C in Part T4, to confirm compliance with local production requirements. Non-compliance will lead to disqualification.</p>
	<p>e) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years.</p> <p>NB: <u>The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</u></p> <p>If the bidder is not obliged by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit annual financial statements for the most recent 3 years in accordance with any applicable law, or if established for a shorter period, submit annual financial statements from date of establishment. The annual financial statements must be for the most recent three consecutive periods. Where a bidder is established or operational for less than 3 years, documented proof must be provided to confirm the date of establishment or date of operational commencement.</p> <p><u>If the bidder is not obliged by law to prepare annual financial statements for auditing purposes, they must submit their Public Interest Score (PIS) declaration to confirm that</u></p>

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Witness 1

Witness 2

Clause number	Data
	<p><u>Audited Financial Statements are not a requirement, together with their Financial Statements for the previous three financial years or since establishment.</u></p> <p>PIS are as follows:</p> <ul style="list-style-type: none"> - Above 350, Financial Statement to be audited - 100 – 349, Financial Statement must have an independent review. - Less than 100, Financial Statement do not require to be audited nor an independent reviewed. <p>f) Pre-qualification criteria to advance designated groups. Minimum B-BBEE status level 3 (i.e. only BBBEE level 1, or 2 or 3 will be considered). Original or certified copy of valid BBBEE certificate, or QSE / EME affidavit.</p> <p>g) Bidder to submit a copy of their active CIDB registration certificate on a class of construction grading of 7GB or higher.</p> <p>h) Original or copy of valid letter or certificate of good standing from the Department of Labour or COIDA, the letter / certificate must be valid at the time of bidding</p> <p>i) Letter of commitment confirming that 30% of the total anticipated contract value will be sub-contracting to local SMME's (i.e. EME or QSE) that are at least 51% black owned. Letter must be on the bidding company letterhead and must be signed by an authorized representative.</p> <p>j) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)</p> <ul style="list-style-type: none"> • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to (i) above must be provided for all JV parties. • In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. • The BBBEE certificate for JV must be combined. • Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from Pikitup.
<p>C.3.4</p> <p>Opening of tender submissions</p>	<p>C.3.4.1</p> <p>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.</p> <p>The time and location for opening of the Tender offers are Immediately after the closing time for submitted Tender.</p> <p>Location:</p> <p>PIKITUP TENDER OFFICE,</p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Data
	GROUND FLOOR, EAST WING, JORISSEN PLACE, 66 JORISSEN STREET, BRAAMFONTEIN
C.3.9 Arithmetical errors, omissions and discrepancies	<p>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.</p> <p>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:</p> <p>a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.</p> <p>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.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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.</p>
C.3.11 Evaluation of tender offers	The preference procedure for evaluation of responsive Tender offers shall be the 80/20 -point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with the Preferential Procurement Framework Policy Act, 2000 Preferential Procurement Regulations, 2017.

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Contractor

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Employer

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Clause number	Data
C.3.13.1 Acceptance of tender offer	Tenders containing any one or more of the errors or omissions, or Tenders not having complied with any one of the peremptory Tender conditions as detailed on page 2 of this Tender document, shall not be considered and shall automatically be rejected.
C.3.17 Provide copies of the contracts	The number of paper copies of the signed contract to be provided by the Employer is one (i.e. only original bid should be submitted, no additional copies are required) .
Additional conditions Applicable to this tender	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 The Employer may appoint more than one Contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. 4 The Tender document shall be submitted as a whole and shall not be taken apart. 5 List of returnable documents (PART T2) must be completed in full. (A Tenderer's company profile will not be used by PIKITUP to complete PART T2 on behalf of the Tenderer) 6. Please note that total award made to a specific contractor over duration of contract will be limited to the maximum amount as for the CIDB grading of the contractor as on date of award. <p>NB: If PART T2 (in Part 2 of 2) is not completed in full by the Tenderer, this offer will be rejected.</p>

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T1.3 STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION WORKS CONTRACTS AUGUST 2019

This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33.

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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 required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

~~C.1.6.3 Proposal procedure using the two stage system~~

~~C.1.6.3.1 Option 1~~

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

~~C.1.6.3.2 Option 2~~

~~C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite~~

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~~all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.~~

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

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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.

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint TENDER / CONTRACT NO: PU111/2022 FOR THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF GUARD HOUSE, BOUNDARY WALL, INCLUDING GATE, STORMWATER, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEMS AT GOUDKOPPIES LANDFILL SITE

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venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue

indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

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applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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


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

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


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


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Contractor




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Witness 2



Employer



Witness 1



Witness 2

contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures.

Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

c) the gross misplacement of the decimal point in any unit rate;

d) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

(ii) the summation of the prices.

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are

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generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

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

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

Requirement

Qualitative interpretation of goal

Fair

The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

Equitable

Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent

The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive

The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective

The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

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- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,

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b) inclusion of some of the returnable documents and

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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T1.4 PROJECT SUMMARY AND OVERVIEW

1. OVERVIEW OF THE WORKS

The purpose of this Contract is to appoint a contractor with CIDB grade 7GB or higher for the phase 1 construction of a guard house, concrete boundary wall including gate, Storm water drains, installation of boreholes, and dewatering system at **Goudkoppies Landfill Site**.

2. EXTENT OF THE WORKS

The work to be carried out under PIKITUP's Goudkoppies Landfill Site contract mainly consists of the following: -

2.1. Guard House

- Construction of a new guard house facility with security surveillance and access control system

2.2. Boundary wall

- Replacement of existing concrete palisade with a reinforced concrete wall including installation of a new gate.

2.3. Water and sewer connections

- Construction of water and sewer reticulation within the facility and connection to the main municipal infrastructure.

2.4. Civil works

- Earthworks.

2.5. Stormwater management system

- Construction of open concrete drains to manage contaminated water effectively around the site.

2.6. Installation of monitoring boreholes

- Installation of new and upgrading of existing monitoring boreholes.

2.7. Dewatering system

- Installation of Dewatering system to pump contaminated water (leached) from DG2 to DG1 (DG2 is an existing leachate pond and DG1 is an existing clean pond)
- Provision of chemicals for dozing if required

3. LOCATION OF THE WORKS

Name	Physical address	Longitude	Latitude
Goudkoppies Landfill Site	11 Pallet Cres, Klipspruit 318 IQ, Soweto, 1811	28.925476	-26.280663

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EVALUATION OF BIDS

PRE-COMPLIANCE, FUNCTIONALITY, PRICE AND PREFERENCE EVALUATION CRITERIA

Part T2 Evaluation of bids

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PART T2 EVALUATION OF BIDS

1. EVALUATION OF BIDS AND EVALUATION CRITERIA

- a) Pikitup will establish a Bid Evaluation Committee (BEC) whose responsibility is to evaluate bids received, and make recommendations to the Bid Adjudication Committee (BAC) and / or the Accounting Officer.
- b) Bids will be evaluated based on the evaluation criteria as set out in this document and may not be altered during the evaluation process.
- c) Bids will be evaluated on the information contained in the bid submissions. Bidder/s must meet the required minimum compliance requirements, failure to which the bid submission will be considered non-responsive and therefore disqualified.
- d) Evaluations will as far as possible be based on evaluation templates and must be in line with the evaluation criteria as established by the bid specification committee. The criteria set out in the document shall be applicable and may not be altered after the submissions have been opened unless it is clear that such alterations will not disadvantage any bidder or give an unfair advantage to any particular bidder/s
- e) Submissions will be adjudicated and the Contract awarded in accordance with the SCM regulations, MFMA, and other applicable legislation (i.e. CIDB standards).
- f) The evaluation of bids shall be based firstly on pre-compliance (i.e. mandatory requirements including sites visit), functionality, then price and preference points in accordance with Revised Preferential Procurement Regulations of 2017 issued by the National Treasury on the evaluation of bids.
- g) The assessment of functionality shall be done in terms of the evaluation criteria and the minimum threshold stipulated in the bid document. Only those bidders that meet the minimum threshold shall be considered for the subsequent stages of the evaluation process and all bidders who did not meet the minimum threshold shall not be considered for further evaluation.
- h) Bidders that scored less than 70 points out of 100 points allocated for functionality shall be regarded as non-responsive and shall be disqualified for further evaluation.

1. PRE- COMPLIANCE EVALUATION AND MANDATORY REQUIREMENTS

The Bid Evaluation Committee (BEC) will validate the list of returnable documents as mentioned below for further evaluation to functionality stage.

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1.1. Compulsory site visit and briefing

It is a requirement of this bid that all bidders must attend the compulsory briefing session/site visit. Bidders must ensure that they clearly specify the bidding organization's name and sign the attendance register at the compulsory briefing session/site visit. Failure to attend the briefing session will lead to the bidder being disqualified from further evaluation.

1.2. Compulsory Returnable Documents Required

The appointed Bid Evaluation Committee (BEC) will evaluate compliance with the pre-compliance criteria based on the compulsory returnable documents as mentioned below. Only bidders that meet all the pre-compliance criteria will be considered for further evaluation at the functionality evaluation stage.

Bidders will be eliminated for not submitting compulsory returnable documents as stated below, should any documents at any stage of the contract be found fraudulently obtained the contract will be terminated.

Table 1: Compulsory returnable documents and pre-qualification evaluation criteria

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>b) To enable Pikitup to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none">• Copy of the Central Supplier Database (CSD) registration, where the CSD is fully tax compliant (CSD must not be older than 3 months);• or indicate their Master Registration Number / CSD Number; where the CSD is fully tax compliant <p>Note:</p> <ul style="list-style-type: none">- Refer to MDB 1- The tax compliance status on CSD must be maintained, since the tax status will be confirmed on the CSD website during the evaluation process as well as prior to final recommendation to award)		<p>CSD must be in the same business name as the bidding company?</p> <p>CSD must be valid?</p> <p>The Tax status on CSD must be fully compliant?</p> <p>Bidders must ensure that their tax compliant status are continuously updated on CSD.</p>

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Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>b1) Confirmation that the bidding company's rates and taxes are up to date:</p> <ul style="list-style-type: none"> Where the property is owned by the bidding company, an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. The correspondence may not be older than 3 months from date of tender closing; or Where the property is leased or arrangements are in place for the bidding company to operate from the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. 		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are correspondence recent (not older than 3 months)? Are all payment(s) up to date (i.e. not in arrears for more than 90 days)?</p>
<p>b2) In addition to the above, confirmation is required that rates and taxes are up to date for all the bidding company's <u>owners / members / directors / major shareholders</u>:</p> <ul style="list-style-type: none"> Where an <u>owner / member / director / major shareholder</u> is not residing within South Africa, an affidavit is required from the <u>owner / member / director / major shareholder</u> confirming the aforesaid Where the property is owned by the <u>owner / member / director / major shareholder</u> an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. or Where the property is leased or arrangements are in place for the <u>owner / member / director / major shareholder</u> to reside at the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in 		<p>Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement correspond with CIPC document? Are correspondence recent (not older than 3 months)? Are all payments up to date (i.e. not in arrears for more than 90 days)?</p>

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Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement.</p> <p>The above correspondence may not be older than 3 months from date of tender closing. Statements must be on a letterhead and dated, and letters or affidavit must be dated and signed.</p>		
<p>k) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9)</p> <p>The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p>		<p>All documents fully completed (i.e. no blank spaces)?</p> <p>All documents fully signed?</p> <p>Signature authorised (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required)?</p> <p>Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, will be considered)?</p>
<p>l) Local production content. Duly signed and completed MBD 6.2 and Annexure C, to confirm compliance with local production requirements. Non-compliance will lead to disqualification.</p>		<p>Duly signed and completed MBD 6.2 and Annexure C.</p> <p>Confirm compliance with local production requirements.</p>
<p>m) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years.</p> <p>NB: <u>The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter</u></p>	<p>(Applicable for tenders above R10m in conjunction with MBD 5)</p>	<p><u>Audited</u> financials provided (Audited financials must be signed by auditor)?</p> <p>If not, did the bidder provide proof by means of PIS score that financials must be either</p>

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Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p><u>period, submit audited annual financial statements from date of establishment.</u></p> <p>If the bidder is not obliged by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit annual financial statements for the most recent 3 years in accordance with any applicable law, or if established for a shorter period, submit annual financial statements from date of establishment. The annual financial statements must be for the most recent three consecutive periods. Where a bidder is established or operational for less than 3 years, documented proof must be provided to confirm the date of establishment or date of operational commencement.</p> <p><u>If the bidder is not obliged by law to prepare annual financial statements for auditing purposes, they must submit their Public Interest Score (PIS) declaration to confirm that Audited Financial Statements are not a requirement, together with their Financial Statements for the previous three financial years or since establishment.</u></p> <p>PIS are as follows:</p> <ul style="list-style-type: none"> - Above 350, Financial Statement to be audited - 100 – 349, Financial Statement must have an independent review. - Less than 100, Financial Statement do not require to be audited nor an independent reviewed. 		<p>independently reviewed or no review required? If PIS score was provided, was the relevant financial statements provided (i.e. independently reviewed or where no review is required)?</p> <p>Where supplier is in existence for less than 3 years, the financial statements for the most recent operational years must be provided, and proof what date the company was registered must be provided, or proof of operational commencement.</p> <p>Where the company was registered but dormant for a period of time, a certified affidavit is required from the managing director or principal member / trustee.</p>
<p>n) Pre-qualification criteria to advance designated groups. Minimum B-BBEE status level 3 (i.e. only BBBEE level 1, or 2 or 3 will be considered). Original or certified copy of valid BBBEE certificate, or QSE / EME affidavit. (Important note that a copy of an certified copy will not be considered as a valid certified copy)</p>		<p>Original or certified copy of valid BBBEE certificate, or QSE / EME affidavit.</p>

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Witness 2

Employer


Witness 1

Witness 2


Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
o) Bidder to submit a copy of their active CIDB registration certificate on a class of construction grading of 7GB or higher.		Active CIDB registration certificate on a class of construction grading of 7GB or higher
p) Original or copy of valid letter or certificate of good standing from the Department of Labour or COIDA, the letter / certificate must be valid at the time of bidding		Original or copy of valid COIDA
<p>q) Letter of commitment confirming that 30% of the total anticipated contract value will be sub-contracting to local SMME's (i.e. EME or QSE) that are at least 51% black owned. Letter must be on the bidding company letterhead and must be signed by an authorized representative.</p> <p>Note: Attached find a list of potential construction related SMME's within the Johannesburg area that a registered on CSD. <u>Due to the size of the potential SMME file it is advisable not to print the file.</u> Bidders may use alternative SMME's for the 30% subcontracting commitment, as long as they are within the Johannesburg area, at least 51% to black owned, are registered on National Treasury Central Supplier Database, and are fully tax compliant as per their CSD registration.</p>		Letter of commitment of at 30% subcontracting of the total contract value, to SMMEs that are at least 51% black owned, tax compliant, and are registered on CSD.
<p>r) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)</p> <ul style="list-style-type: none"> Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to (i) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. The BBBEE certificate for JV must be combined. Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from Pikitup. 		<p>If applicable.</p> <p>JV agreement provided?</p> <p>JV agreement complete and relevant?</p> <p>Agreement signed by all parties?</p> <p>All required documents as per (i.e. a to i) must be provided for all partners of the JV.</p>

1.3. Other Returnable Documents Required:


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Witness 1




Witness 2



Employer



Witness 1



Witness 2

1.3.1. The following additional returnable documentation is required.

Table 2: Other Returnable Documentation

Other Returnable Documentation	Submitted (YES or NO)
a) Proof of Company Registration (Latest version of company registration showing the company's physical address, all the current registered owners / members / directors / shareholders, and all the owners / members / directors / shareholders' physical addresses.	
b) Certified Copy of ID Documents of all owners/members/directors/shareholders	
c) Company Profile	
d) List of three completed projects with respective values of at least R9m, substantiated by appointment letters, and project completion certificates	
e) Three certified contactable references letters for projects mentioned above.	
f) Contracts Manager certified qualifications (i.e. diploma or degree) and CV	
g) Attach any other supporting documents relevant to the technical / functionality evaluation criteria that are not specified above	

The information contained in the OTHER RETURNABLE DOCUMENTS as indicated in the table above, will be used for further evaluation purposes.

2. FUNCTIONALITY CRITERIA:

2.1. The following functionality criteria will apply, and the maximum weights of each criteria will be as indicated below.

2.2. Bidders that score 70% and above on functionality evaluation will be further evaluated on price and preference, and bidders scoring less than 70% on functionality shall be disqualified.

Criterion	Points	Score (0 – 5)	Comments
Previous experience of the company in the similar Built Environment works: A list of 3 completed projects to the values of 9 million Rands per project, substantiated by appointment letters and project completion certificates. Completed projects must be for similar works such as Building or Stormwater or Water or Sewer construction or upgrades: 20 points	20		

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<ul style="list-style-type: none"> • 3 relevant projects = 5 • 2 relevant projects = 3 • 1 relevant project = 1 • No relevant project = 0 			
Certified contactable references letters for projects mentioned above. The Company must provide at least three (3) certified relevant reference letters on letter heads from previous and current clients with contactable details (: 15 points <ul style="list-style-type: none"> • 3 letters = 5 • 2 letters = 3 • 1 letter = 1 • No reference letter provided = 0 	15		
On site Contracts Manager's experience, he/she must have at least a Degree or Diploma in Civil Engineering or Quantity Surveying or Architect. Bidder must provide CV with certified copies of the relevant Degree or Diploma for the Contracts Manager responsible for this project: 20 points <ul style="list-style-type: none"> • Qualified with 6 years' experience and above = 5 • Qualified with 5 years' experience = 4 • Qualified with 4 years' experience = 3 • Qualified with 3 years' experience = 2 • Qualified with up to 2 years' experience = 1 • No relevant qualification = 0 	20		
On-site Contracts Manager must be registered with ECSA (Engineering Council of South Africa) or SACAP (The South African Council for the Architectural Profession) or SACQSP (The South African Council for the Quantity Surveying Profession). The company must provide the ECSA or SACAP or SACQSP registration certificate of the Contracts Manager responsible for this project: 15 Points <ul style="list-style-type: none"> • Registered = 5 • Not submitted / Not registered = 0 	15		
Financial standing/capability of the Company	20		

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<p>Provide most recent 3 years audited financial statements, refer to item (f) on table 2 of the pre-compliance schedule:</p> <p>20 points</p> <p><u>Liquidity Ratios = (5)</u></p> <p>Current Assets divided by Current Liability</p> <p>If assets are greater than liabilities by</p> <ul style="list-style-type: none"> Above 2 = 5 Above 1.5 but less than/equal to 2 = 4 Above 1 but less than/equal to 1.5 = 3 Equal to 1 or less = 0 <p><u>Interest Cover Ratio (5)</u></p> <p>Earnings before Interest and Taxes divided by Interest</p> <ul style="list-style-type: none"> Above 5 = 5 Above 4 but less than/equal to 5 = 4 Above 3 but less than/equal to 4 = 3 Above 2 but less than/equal to 3 = 2 Above 1 but less than/equal to 2 = 1 Equal to 1 or less = 0 <p><u>Asset Turnover Ratio (5)</u></p> <p>Net Sales divided by Ave Total Assets</p> <ul style="list-style-type: none"> Above 2 = 5 Above 1.5 but less than/equal to 2 = 4 Above 1 but less than/equal to 1.5 = 3 Equal to 1 or less = 0 <p><u>Return on Assets Ratio (5)</u></p> <p>Net Income divided by Ave Total Assets</p> <ul style="list-style-type: none"> Above 100% = 5 Above 75% but less than/equal to 100% = 4 Above 50% but less than/equal to 75%% = 3 Above 25% but less than/equal to 50 = 2 Above 0% but less than/equal to 25% = 1 Less than 0 = 0 			
Location of Business: 10 points	10		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The address were the business premises are located or is operating from. <ul style="list-style-type: none"> • Within City of Johannesburg area = 5 • Within Gauteng but outside COJ area = 3 • Outside Gauteng but within South Africa = 1 • Outside South Africa = 0 			
Total	100		

Minimum Required Score/Threshold for Functionality = 70 %

NB! The minimum cut off points for functionality is 70 points out of 100 points, and any bidder scoring less than 70 points will not be considered for further evaluation.

Service provider(s) that qualified pre-evaluation in terms of the functionality cut-off points of 70 points, will thereafter be evaluated in terms of price (80 points) and BBBEE (20 points).

3. PRICE AND PREFERENCE CRITERIA

Bidders that comply in terms of the pre-compliance requirements and the minimum functionality threshold, will lastly be evaluated on price and preference.

Bidders will be evaluated on the 80/20 Preference Point System. A maximum of 80 points will be allocated for price and a maximum of 20 points will be allocated for BBBEE (preference).

The price and preference evaluation of the proposal will be based on the Preferential Procurement Regulation of 2017. Also refer to MBD 6.1 of this bid document for details. Important Note:

In terms of the Legislative framework, the B-BBEE Act no. 53 of 2003 and the Codes of Good Practice for BBBEE 2013, implemented with effect from 1 May 2015, Service Providers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs), and must submit a sworn affidavit or a Certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less. A Consolidated BBBEE scorecard must be submitted for joint ventures to claim preference points.

Service Providers other than Exempted Micro Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.

4. CONDITIONS OF CONTRACT

The Contract Data shall be read with the General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering and the Special Conditions of Contract.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Any additional terms and conditions will form part of special conditions of the contract to be agreed upon and signed upon award of the bid. This will have to be signed by the successful bidder before the project begins. Further a service level agreement must be entered into by the awarded bidder and PIKITUP within 60 days of award of contract.

5. SUBCONTRACTING AS CONDITION OF A BID

Subcontracting to advance designated groups is a specific condition of this bid. The successful bidder must subcontract a minimum of 30% of the total contract value to enterprises that are EME or QSE which is at least 51% owned by black people.

All subcontractors proposed to be utilized must be registered on the National Treasury Central Supplier Database and must be tax compliant as per their CSD registration. The National Treasury Central Supplier Database link is accessible through the National Treasury website <http://www.treasury.gov.za/> or on the CSD website <https://secure.csd.gov.za/>.

Also, refer to the attached list of possible SMMEs drawn from the CSD database. Attached find a list of potential construction related SMME's within the Johannesburg area that a registered on CSD. Due to the size of the potential SMME file it is advisable not to print the file. Bidders may use alternative SMME's for the 30% subcontracting commitment, as long as they are within the Johannesburg area, at least 51% to black owned, are registered on National Treasury Central Supplier Database, and are fully tax compliant as per their CSD registration.

It is the responsibility of the bidder to select competent subcontractors that meet all the minimum requirements, and bidders are responsible for all due diligence on their selected subcontractors.

The successful bidder may only enter into subcontracting arrangements with the approval of Pikitup. The successful bidder in relation to a designated sector, may not subcontract 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



RETURNABLE DOCUMENTS

Part T3 Returnable Documents

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)
a) Copy of the Central Supplier Database (CSD) registration, where the CSD is fully tax compliant (CSD must not be older than 3 months); or indicate their Master Registration Number / CSD Number; where the CSD is fully tax compliant	
b1) Confirmation that the bidding company's rates and taxes are up to date: <ul style="list-style-type: none"> An original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days.; or a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. 	
b2) Confirmation is required that rates and taxes are up to date for all the bidding company's <u>owners / members / directors / major shareholders</u> : <ul style="list-style-type: none"> Where an <u>owner / member / director / major shareholder</u> is not residing within South Africa, an affidavit is required from the <u>owner / member / director / major shareholder</u> confirming the aforesaid Where the property is owned by the <u>owner / member / director / major shareholder</u> an original or copy of the Municipal Account Statement of the bidding company confirming that the account is not in arrears for more than ninety (90) days. or Where the property is leased or arrangements are in place for the <u>owner / member / director / major shareholder</u> to reside at the landlord's premises, a letter or statement or affidavit from landlord or the landlord's appointed property agent are required, confirming that the bidding company has no disputed account and / or that the account is not in arrears for more than ninety (90) days. Where possible, the landlord letter, landlord statement or landlord affidavit should be accompanied with a signed lease agreement. <p>The above correspondence may not be older than 3 months from date of tender closing. Statements must be on a letterhead and dated, and letters or affidavit must be dated and signed.</p>	
c) Duly Signed and fully completed MBD MBD 1, 4, 5, 8 and 9 forms	
d) Local production content. Duly signed and completed MBD 6.2 and Annexure C, to confirm compliance with local production requirements. Non-compliance will lead to disqualification.	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)
<p>e) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years.</p> <p>NB: <u>The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</u></p> <p>If the bidder is not obliged by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit annual financial statements for the most recent 3 years in accordance with any applicable law, or if established for a shorter period, submit annual financial statements from date of establishment. The annual financial statements must be for the most recent three consecutive periods. Where a bidder is established or operational for less than 3 years, documented proof must be provided to confirm the date of establishment or date of operational commencement.</p> <p><u>If the bidder is not obliged by law to prepare annual financial statements for auditing purposes, they must submit their Public Interest Score (PIS) declaration to confirm that Audited Financial Statements are not a requirement, together with their Financial Statements for the previous three financial years or since establishment.</u></p> <p>PIS are as follows:</p> <ul style="list-style-type: none"> - Above 350, Financial Statement to be audited - 100 – 349, Financial Statement must have an independent review. - Less than 100, Financial Statement do not require to be audited nor an independent reviewed. 	<p><i>(Applicable for tenders above R10m in conjunction with MBD 5)</i></p>
f) Original or copy of valid BBBEE certificate, or QSE / EME affidavit of a minimum B-BBEE status level 3 (i.e. only BBBEE level 1, or 2 or 3 will be considered).	
g) CIDB registration certificate on a class of construction grading of 7GB or higher.	
h) Original or copy of valid letter or certificate of good standing from the Department of Labour or COIDA	
i) Letter of commitment confirming that 30% of the total anticipated contract value will be sub-contracting to local SMME's (i.e. EME or QSE) that are at least 51% black owned.	
<p>j) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)</p> <ul style="list-style-type: none"> • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to (i) above must be provided for all JV parties. 	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Compulsory Returnable Documentation are required for pre-compliance evaluation purposes (Submission of these are compulsory)	Submitted (YES or NO)
<ul style="list-style-type: none"> In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. The BBBEE certificate for JV must be combined. Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from Pikitup. 	

Other Returnable Documentation	Submitted (YES or NO)
a) Proof of Company Registration (Latest version of company registration showing the company's physical address, all the current registered owners / members / directors / shareholders, and all the owners / members / directors / shareholders' physical addresses.	
b) Certified Copy of ID Documents of all owners/members/directors/shareholders	
c) Company Profile	
d) List of three completed projects with respective values of at least R9m, substantiated by appointment letters, and project completion certificates	
e) Three certified contactable references letters for projects mentioned above.	
f) Contracts Manager certified qualifications (i.e. diploma or degree) and CV	
g) Attach any other supporting documents relevant to the technical / functionality evaluation criteria that are not specified above	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART T4. MBD DOCUMENTS AND DECLARATIONS

Part T4 MBD DOCUMENTS AND DECLARATIONS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C. CONTRACT

TENDER / CONTRACT NO: PU111/2022 FOR THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF GUARD HOUSE, BOUNDARY WALL, INCLUDING GATE, STORMWATER, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEMS AT GOUDKOPPIES LANDFILL SITE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C1. CONTRACT AGREEMENT AND DATA

Part C1 Agreements and contract data

- C1.1 Form of Offer and Agreement
- C1.2 Special Conditions
- C1.3 Contract Data
- C1.4 Form of Guarantee
- C1.5 OHS Mandatory Agreement for Contractors

Part C2 Pricing Data

- C2.1 Pricing Instructions and Bill of Quantities (attached)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND AGREEMENT

FORM OF AGREEMENT

Between:

PIKITUP JOHANNESBURG (SOC) LIMITED
(**"The Employer"**)

And

(**"The Contractor"**)

PARTIES:

This Contract is made between:

PIKITUP JOHANNESBURG (SOC) LIMITED, a wholly owned municipal entity of the City of Johannesburg incorporated under the Companies Act (71 of 2008), read with the Municipal Systems Act (32 of 2000), with company number 2000/029899/07 (**"the Employer"**); and, a company

registered in accordance with the laws of the Republic of South Africa, with company number

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREAMBLE:

- A. As part of the **PU111/2022** Project, the Employer solicited offers to enter into a contract in respect of the following Works: **APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF GUARDHOUSE, BOUNDARY WALL INCLUDING GATE, STORMWATER DRAINS, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEM AT GOUDKOPIES LANDFILL SITE(ACILITY) AT GOUDKOPIES LANDFILL SITE**
- B. The Contractor successfully tendered for the Works.
- C. The Employer wishes to appoint the Contractor to perform the Works in accordance with the terms of the Contract.

Now therefore the Employer and the Contractor agree as follows:

1. DEFINITIONS

In this Form of Agreement, unless inconsistent with the context, words and expressions defined in the South African Institution of Civil Engineering General Conditions of Contract for Construction Works (2015) (Third Edition) (“**the General Conditions of Contract**” or “**GCC**”) as amended and amplified in the Special Conditions of Contract (“**the Special Conditions of Contract**” or “**SCC**”) attached hereto as **Schedule 1**, which are used in this Form of Agreement but are not defined herein shall have the same meaning in this Form of Agreement as those ascribed to them in the General Conditions of Contract as amended and amplified in the Special Conditions of Contract.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

2.1. Contract Documents

The following documentation comprises the agreement between the Parties:

- 2.1.1. This Form of Agreement;
- 2.1.2. The Special Conditions of Contract (**Section C1.2** hereto)
- 2.1.3. The General Conditions of Contract;
- 2.1.4. The Contract Data (Section C1 hereto);

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1.5. The Pricing Data (Section C2 hereto);
- 2.1.6. The Scope of Work (Section C3 hereto);
- 2.1.7. Drawings (Section C4 hereto);

The Contractor's tender documents (excluding the Contractor's covering letter). (Incorporated by reference but not attached)

2.2. Order of Precedence


The Contractor, prior to submitting his tender and/or prior to his signature of this Form of Agreement (as applicable), examined the documents listed in clauses 2.1 of this Form of Agreement. All qualifications and deviations submitted by the Contractor during the course of negotiations in relation to the documents issued by the Employer for the purpose of the tender have been dealt with, agreed and incorporated in the documents listed in clause 2.1 above. The above documents detail all amendments to the tender documents which have been agreed by the Parties.

- 2.2.1. The documents listed in 2.1 above shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence, inconsistency or omission from or in or between them, the documentation shall take precedence and prevail over each other in the following order:
 - 2.2.1.1. the Form of Agreement;
 - 2.2.1.2. the Special Conditions of Contract;
 - 2.2.1.3. the General Conditions of Contract; and
 - 2.2.1.4. the remaining documentation in the order in which they appear in clauses 2.1.


3. THE CONTRACTOR'S WORKS

- 2.3. The Employer hereby appoints the Contractor to perform and complete the Works in accordance with and subject to the terms of the Contract.
- 2.4. The Contractor undertakes to perform and complete the Works by the Due Completion Date in accordance with and subject to the terms of the Contract and generally undertakes to comply with its obligations provided for in the Contract.
- 2.5. The Employer undertakes, in consideration of the proper performance of the Works in accordance with the terms of the Contract, to pay the Contractor the Contract Price (as dealt with in **clause 5**) at the times and in the manner prescribed by the Contract and generally undertakes to comply with its obligations provided for in the Contract.


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Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

4. COMMENCEMENT DATE

This Contract shall, notwithstanding the date of signature hereof, be deemed to be effective from the 1st day of May 2023 (or as agreed upon at time of award), which date shall be the Commencement Date for the purpose of the Contract.

5. TOTAL OF OFFERED PRICES

The offered total of the prices inclusive of Value Added Tax is _____ Rand
(in words); R_____ (in figures)

6. ENTIRE AGREEMENT AND AMENDMENTS TO CONTRACT

6.1 The Contract contains the entire agreement between the Parties in regard to the subject matter. No matter, whether in writing, oral communication or implied, not expressly contained in the Contract shall have any meaning or effect in the Contract.

6.2 Save to the extent expressly otherwise provided for in the Contract no amendment or consensual cancellation of the Contract or any provision or term thereof (including this Clause) shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the Parties (by duly authorised representatives). Without derogating from the foregoing, no agreement or purported agreement reached at any project review or other meeting, notwithstanding that it may be contained in any minute signed by or on behalf of the Parties, shall constitute an amendment to the Contract unless and until incorporated in a formal addendum to the Contract signed by or on behalf of the Parties (by duly authorised representatives).

7. COSTS

Each Party shall pay its own costs incurred in the negotiation and preparation of the Contract.

SIGNED at _____ on this the _____ day of _____ 2023

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For and on behalf of

PIKITUP JOHANNESBURG (SOC) LIMITED

Signatory: _____

Name: _____

Capacity: _____

Who warrants his/her authority hereto

SIGNED at _____ on this the _____ day of _____ 2023

For and on behalf of

Signatory: _____

Name: _____

Capacity: _____

Who warrants his/her authority hereto

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 SPECIAL CONDITIONS

SPECIAL CONDITIONS OF CONTRACT TO THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

Clause Number	Clause
1.	GENERAL
1.1	Definitions
n/a	Where the Contract is executed by virtue of a " <i>Form of Agreement</i> ", all references to " <i>Form of Offer and Acceptance</i> " shall be read as " <i>Form of Agreement</i> ".
1.1.1.1	The definition of " agreed " is amended to read "means <i>expressly</i> agreed in writing by the Employer and the Contractor, unless specifically stated otherwise (<i>but for this purpose, "in writing" shall, notwithstanding the provisions of Clause 1.1.1.34, exclude electronic communication</i>)."
1.1.1.31	The definition of " Supplementary Agreement " is amended to read "means an additional contract <i>agreed</i> between the Employer and the Contractor..."
1.1.0	Definitions
	Add the following definitions at the end of the clause:
1.1.1.36	" Affiliate " means any other entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the Party in question. For the purpose hereof, " control " means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity's assets), and/or the right or ability to directly or otherwise control the entity or the votes attaching to the majority of the entity's issued share capital and, controlled or under common control shall have a similar meaning;
1.1.1.37	" Collusive Practice " means any agreement (which includes, without limitation, a contract, arrangement or understanding, whether or not legally enforceable) or

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>concerted practice (being co-operative, or co-ordinated conduct between firms, achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an agreement) between two or more persons (other than between the Contractor and its Affiliates), regardless of any technological, efficiency or other pro-competitive gains, involving any of the following:</p> <ul style="list-style-type: none"> (i) the direct or indirect fixing of a purchase or selling price or any other trading condition; (ii) the division of markets by allocating customers, suppliers, territories, or specific types of goods or services; or (iii) collusive tendering;
1.1.1.38	“Construction Manager” has the meaning given to it in Clause 4.12.2;
1.1.1.39	<p>“Contractor Delay Event” means:</p> <ul style="list-style-type: none"> (i) any default, failure, negligence or delay by the Contractor or Subcontractor and any event or circumstance arising as a result thereof; and (ii) any other event or circumstance for which Contractor carries the risk or bears the responsibility under the Contract (and generally includes all events or circumstances which, unless expressly stated to be at the risk of the Employer under this Contract, are ordinarily at the risk of the contractor party in contracts for works of the nature of the Works, including breakdown or unavailability of Construction Equipment and the like).
1.1.1.40	<p>“Contractor Insolvency Event” means, and is considered to occur if:</p> <ul style="list-style-type: none"> (i) the Contractor commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Sections 8 or 9(3)(a)(v) of the Insolvency Act 24 of 1936, as amended, or any equivalent legislation in any jurisdiction to which it is subject;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) the Contractor begins negotiations or takes any other step with a view to generally deferring, re-scheduling or otherwise re-adjusting all or a material part of its indebtedness or proposes or makes a general scheme, arrangement, assignment, or composition with or for the benefit of its creditors or a moratorium is proposed or agreed in respect of or affecting all or a material part of its indebtedness;
- (iii) the Contractor makes an application to court for business rescue supervision or for its winding-up (whether provisionally or finally);
- (iv) a court of competent jurisdiction grants an order winding-up Contractor (whether provisionally or finally) or makes an order placing the Contractor under business rescue supervision;
- (v) an application or other legal process (including the filing of any document commencing judicial process) is issued seeking an order for the winding-up of the Contractor (whether provisionally or finally) or placing the Contractor under business rescue supervision, except for so long as such application or other legal process is being contested in good faith and by appropriate means or except for the bona fide purpose of reconstruction, amalgamation, reorganisation, merger or consolidation; or
- (vi) a resolution is passed by:
 - a) the shareholders of the Contractor for the winding-up of the Contractor, whether by way of a members' or creditors' voluntary winding-up; or
 - b) the board of the Contractor for the Contractor to voluntarily begin business rescue proceedings and place himself under business rescue supervision.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.1.1.41	“Corrupt Act” means any offence in respect of corruption or corrupt activities contemplated in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004;
1.1.1.42	“Parties” means the Employer and the Contractor, and “Party” shall mean either of them, as the context may require;
1.1.1.43	“Performance Bond” means the performance bond referred to in clause 6.2.1;
1.1.1.44	“Prime Rate” means the publicly quoted rate of interest as certified by any duly authorised representative (whose appointment or authority or designation it shall not be necessary to prove) of Reserve Bank of South Africa as being the prime lending rate at which that bank lends in South African Rand from time to time, on the basis of such interest being calculated daily on a 365 (three hundred and sixty-five) day year, irrespective of whether or not the year in question is a leap year;
1.1.1.45	“Progress Reporting Requirements” means the progress reporting requirements
1.1.1.46	“Special Conditions” means these Special Conditions of Contract.
1.2	Interpretations
	Amend the following clauses
1.2.1	Delivery of notices Add the following at the end of this Clause: <i>“A “written communication” includes any letter, notice, drawing, order, instruction, account, claim, determination, certification or site meeting minutes, to be delivered by the Employer or Employer’s Agent to the Contractor, or by the Contractor to the Employer or Employer’s Agent”</i>
	Insert the following new clauses:
1.2.6	Any reference to a person includes any individual, body corporate, unincorporated association, firm, company, corporation, government, state or agency of a state or any trust, association or partnership (whether or not having separate legal personality) or two or more of the foregoing or other entity recognised under any law as having a separate legal existence or personality.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.7	References in the Special Conditions to “clauses” are to clauses of the General Conditions of Contract, as amended, where applicable, by the Special Conditions.
1.2.8	Any word or expression defined in any clause in these Special Conditions shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout these Special Conditions.
1.2.9	The schedules and appendices to the Contract form an integral part hereof and words and expressions defined in the Contract shall bear, unless the context otherwise requires, the same meaning in such appendices and schedules.
1.2.10	If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in an interpretation clause, effect shall be given to it as if it were a substantive provision of the Contract.
1.2.11	References to a statutory provision include any subordinate legislation (including regulations) made from time to time under that provision and references to a statutory provision include that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to the Contract.
1.2.12	Any reference in the Contract to “the Contract” or “this Contract” or any other agreement, document or instrument shall be construed as a reference to the Contract or that other agreement, document or instrument as amended, varied, restated, novated or substituted from time to time.
1.2.13	Unless otherwise expressly stated, any number of Days prescribed shall be determined by excluding the first and including the last day. In the event that the Day for payment of any amount due by the Employer in terms of the Contract should fall on a Saturday, Sunday or official public holiday, the relevant day for payment shall be the next ordinary business day.
1.2.14	Save to the extent expressly provided for, no provision of the Contract constitutes a stipulation for the benefit of any person who is not a Party to the Contract.
1.2.15	Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

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Employer

Witness 1

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1.2.16	The use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the <i>eiusdem generis</i> rule shall not be applied in the interpretation of such general wording or such specific example(s).
1.3.0	General Provisions
	Insert the following new clauses at the end of this clause:
1.3.8	Severance If any provision of the Contract is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
1.3.9	Entire Agreement & Amendments to Contract The Contract contains the entire agreement between the Parties in regard to the subject matter. No matter, whether in writing, oral communication or implied, not expressly contained in the Contract shall have any meaning or effect in the Contract. Save to the extent expressly otherwise provided for in the Contract no amendment or consensual cancellation of the Contract or any provision or term thereof (including this Clause) shall be binding or have any force or effect unless reduced to writing and signed by or on behalf of the Parties (by duly authorised representatives). Without derogating from the foregoing, no agreement or purported agreement reached at any project review or other meeting, notwithstanding that it may be contained in any minute signed by or on behalf of the Parties, shall constitute an amendment to the Contract unless and until incorporated in a formal addendum to the Contract signed by or on behalf of the Parties (by duly authorised representatives). The provisions of this clause do not, however, limit or derogate from the provisions of Clause 6.3.
2.	BASIS OF CONTRACT
2.1.2	Available data and information Obtaining information Add the following at the end of Clause 2.1.3:

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	<p><i>"The Contractor shall furthermore be deemed to have:</i></p> <ul style="list-style-type: none"> <i>(i) obtained all information and to have satisfied himself as to the laws, procedures and labour practices applicable to the country of the Site, the Works and the execution thereof; and</i> <i>(ii) satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices for the Works (as applicable), which rates and prices shall (except in so far as otherwise provided in the Contract) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.."</i>
2.2.4	<p>Adverse Physical Conditions</p> <p>Contractor's right to claim</p> <p>Add the following at the end of Clause 2.2.4:</p> <p><i>"However, when determining the Contractor's entitlement to such proven additional cost, the Employer's Agent may:</i></p> <ul style="list-style-type: none"> <i>(i) take into account the extent to which relevant physical conditions encountered by the Contractor while carrying out the Works were more favourable than could reasonably have been foreseen when the Contractor submitted his tender; and</i> <i>(ii) appropriately reduce the Contractors claimed entitlement to take into account the savings enjoyed by the Contractor's by reason of these more favourable physical conditions."</i>
2.5	<p>Assignment</p>
	<p>Delete Clause 2.5.1 and replace with the following:</p> <p><i>"The Employer may, on written notice to the Contractor, cede and delegate its rights, benefits and/or obligations under the Contract to an Affiliate of the Employer. The Contractor may subcontract part (but not all) of the Works in the manner provided for and subject to the terms of the Contract. Save as aforesaid, neither party shall cede, delegate or assign any of its rights, benefits or obligations under the Contract to any</i></p>

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	<p>person without the prior written consent of the other. For the purpose hereof an Affiliate of the Employer includes (i) the City of Johannesburg (incorporated under the Companies Act (71 of 2008), read with the Municipal Systems Act (32 of 2000)) and (ii) any "Organ of State" as defined in section 239 of the Constitution of the Republic of South Africa, 1996."</p>
3.	EMPLOYER'S AGENTS
3.2.3	<p>Specific approval of the Employer required</p> <p>Delete clause 3.2.3 and replace with the following:</p> <p><i>"The Employer's Agent, before instructing or approving any Variation or any other changes to the Works (including any increase in quantities), is required to obtain the prior written approval of the Project Manager if the Variation or other change ("restricted change" for the purpose of this Clause):</i></p> <ul style="list-style-type: none"> <i>(i) constitutes additional work which (reasonably considered) ought to be the subject matter of a Supplementary Agreement; or</i> <i>(ii) either itself or taken in the aggregate with all prior Variations or other changes:</i> <ul style="list-style-type: none"> <i>a) will result in the Contract Price (excluding amounts for adjustment under clause 6.8.2 or 6.8.3 if any), whether lump-sum or re-measurable, exceeding the Contract Sum by more than [0%]</i> <p><i>The Contractor shall be solely responsible for ascertaining and satisfying himself that each restricted change has been expressly and specifically approved in writing by the Employer and accepts that it is not, notwithstanding anything to the contrary in the Contract, entitled to any upward adjustment to the Contract Price pursuant to a restricted change unless the restricted change has been so approved by the Employer (and in the case of (i) above, is provided for by way of a Supplementary Agreement).</i></p> <p><i>The Employer's Agent shall have no authority (i) to amend the Contract or (ii) unless and except to the extent expressly and specifically authorised to do so by the Employer in writing from time to time, to relieve the Contractor of any of his obligations under the Contract."</i></p>
3.3.6	Contractor's right to refer to Employer's Agent

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	Amend clause 3.3.6 by inserting the words “ <i>within 7 (seven) days thereof</i> ” directly after the words “he shall be entitled”.
4.	CONTRACTOR'S GENERAL OBLIGATIONS
4.4.8	Subcontracting Insert the following new clause 4.4.8: <i>“The Contractor shall ensure that each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer, in full without limitation and/or further consent being required from the Contractor, under sub-clause 4.4.6 and sub-clause 4.4.7.”</i>
4.9.1	Construction Equipment Insert the following sentence at the end of Clause 4.9.1: <i>“The Contractor shall be solely and exclusively responsible for all the Construction Equipment provided by the Contractor.”</i>
4.11.2	Removal of incompetent employees Insert the following after the words “is guilty of misconduct, or” <i>“, in the opinion of the Employer's Agent,”</i>
4.12.3	Construction Manager Add the following new sentence after the last sentence in sub-clause 4.12.3: <i>“The Construction Manager shall also have authority to generally act for and bind the Contractor under the Contract, but shall not (unless expressly authorised thereto by the Contractor from time to time) have the authority to amend the Contract.”</i>
5.	TIME AND RELATED MATTERS
5.6	Programme
5.6.6	Insert the following additional clause as clause 5.6.6: <i>“Without limiting or derogating from the other rights of the Employer, the Employer's Agent shall not issue (and shall not be obliged to issue) any payment certificates, and</i>

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	<p><i>the Contractor's rights to payment under the Contract shall be deemed suspended, until the Contractor has furnished the detailed programme as per Clause 5.6.1 and if and for so long as the Contractor is otherwise in default of any of its obligations under this Clause 5.6."</i></p>
5.6.7	<p>Progress Reporting Requirements</p> <p>Insert the following additional clause as Clause 5.6.7:</p> <p><i>"Without derogating from the obligations of the Contractor to otherwise report under the Contract or limiting the rights of the Employer or the Employer's Agent to require the Contractor to furnish information under the Contract (whether under this Clause 5.6, Clause 7 or otherwise), the Contractor shall monitor and report on the progress of the Works in accordance with the Progress Reporting Requirements. Neither the submission of a progress report nor anything contained in any progress report shall constitute notice of a claim under the Contract (whether in terms of GCC clause 10.1 or otherwise)."</i></p>
5.3	<p>Commencement of the Works</p>
5.3.1	<p>Commencement of the Works</p> <p>Amend the first sentence of this clause by inserting the following words after the words "commence carrying out the Works": <i>"and shall proceed with the Works with due expedition and without delay."</i></p>
5.3.4	<p>Insert the following new Clause 5.3.4 with marginal heading "Setting Out":</p> <p><i>"The Employer's Agent shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to proceed with the Works. After compliance by the Employer's Agent with the foregoing, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.</i></p> <p><i>The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.</i></p> <p><i>The checking of any setting-out or of any line or level by the Employer's Agent shall not relieve the Contractor of his responsibility for the correctness thereof.</i></p>

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	<i>If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor shall at his own expense rectify such error to the satisfaction of the Employer's Agent. If, however, such error is based on incorrect data supplied in writing by the Employer's Agent or if there is any delay by the Employer's Agent in providing the particulars required in terms of this Clause, the Contractor shall, in respect of that delay and the cost of such rectification, be entitled to make a claim in accordance with Clause 10."</i>
5.4	Access to the Site
5.4.4	<p>Insert the following new Clause 5.4.4 with marginal heading "Setting Out":</p> <p><i>"The Contractor shall be deemed to have satisfied himself as to the suitability and availability of access routes to the Site. The Employer</i></p> <p style="padding-left: 40px;"><i>(i) shall not be responsible for any claims which may arise from the use or otherwise of any access route; and</i></p> <p style="padding-left: 40px;"><i>(ii) does not guarantee the suitability or availability of any particular access routes to or at Site and costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor."</i></p>
5.7	Progress of the Works
5.7.1	<p>Rate of Progress</p> <p>The words <i>"or is too slow for the Works to be completed by the Due Date for Completion"</i> are inserted in the second line of clause 5.7.1 after the words <i>"the approved programme"</i>.</p>
5.12	Extension of time for Practical Completion
5.12.2.2	<p>Some reasons for extension of time</p> <p>Amend this Sub-Clause by adding the words <i>"subject to Clause 5.12.5"</i> at the end of <i>"Abnormal climatic conditions"</i>.</p>
5.12.5	Abnormal rainfall formula

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Insert the following new Clause 5.12.5:

Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

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

Where:

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

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

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

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

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations

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	<p>from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
5.14.	Completion
5.14.1	<p>Practical Completion</p> <p>Delete the second paragraph of Sub-clause 5.14.1 and replace with the following:</p> <p><i>“When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer’s Agent shall, within 14 days after receiving such request, if he considers that the Works have achieved Practical Completion issue a Practical Completion Certificate or if he considers that the Works have not achieved Practical Completion issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer’s Agent not issue such a list within 14 days and if the requirements for Practical Completion have been substantially achieved, Practical Completion shall be deemed to have been achieved on the expiry of the 14 days.”</i></p>
6	PAYMENT AND RELATED MATTERS
6.1	Payment to the Contractor
6.1.2	<p>Invoice Procedure</p> <p>Insert the following new Sub-clause 6.1.2:</p> <p><i>“The Contractor shall issue invoices to the Employer for the amounts due to it from time to time in accordance with the Invoice Procedure and payment of amounts due and payable to the Contractor shall be made by way of electronic money transfer directly into the Contractor Designated Account.”</i></p>
6.2	Security
6.2.1	Validity of performance guarantee

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	<p>Delete the second sentence of Clause 6.2.3 (starting with the words “<i>The performance guarantee shall...</i>” and replace it with the following:</p> <p><i>“If the terms of the performance guarantee specify its expiry date and the Contractor has not become entitled to receive the Certificate of Completion of the Works (“expiry event”) by the date 28 (twenty-eight) Days prior to the said expiry date, the Contractor shall promptly (and in any event within not more than 3 Days thereof) extend the validity of the performance guarantee until the expiry event has occurred. If the Contractor fails to do so, the employer may (without limiting the Employer’s other rights under the Contract) claim the full amount of the performance guarantee, which shall then be retained by the Employer as cash security (and the Employer’s Agent is hereby authorised to issue a payment certificate or other certificate as required by the terms of the performance guarantee to facilitate this claim and payment). The amount so claimed against and paid under the performance guarantee shall be reimbursed to the contractor (without interest or other additional charge) if and when the performance guarantee is reinstated, extended or substituted in compliance with the above (as the case may be) and the Employer’s Agent shall forthwith issue a payment certificate certifying the amount so due to the contractor.)”</i></p>
6.3	Variations
6.3.1	<p>Variations</p> <p>Amend Sub-Clause 6.3.1.2 to read “<i>Omit any such work (provided it is not to be carried out by someone else, unless the Contractor is in default as provided for below),</i>”</p> <p>Insert the following new paragraph at the end of Sub-Clause 6.3.1.6 but before the final paragraph of Clause 6.3.1:</p> <p><i>“A variation may comprise the omission of any work which is to be carried out by someone else where the Contractor is in default. In such event the Employer’s Agent shall first give notice to the Contractor to make good the failure under Clause 11.1. The omission may include any part of the Works which, in the opinion of the Employer’s Agent, should be omitted to allow the default to be remedied by the Contractor (whether by the reallocation of resources or otherwise) or by others.”</i></p>
6.10	Payments
6.10.4	Delivery, dissatisfaction with and payment of payment certificate

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	<p>Clause 6.10.4 is amended as follows:</p> <p>The period of “28 days” in clause 6.10.4 is changed to “30 days”.</p> <p>Delete the last sentence in this sub-clause and replace with the following:</p> <p><i>“Payment within the said 30 day period is subject to the Contractor submitting a valid tax invoice and compliance by Contractor with the Invoice Procedure.”</i></p>
8.3	Excepted Risks
8.3.1.12	The words “or defects in the materials supplied by the Employer for incorporation in the Works” in the penultimate and last line of Clause 8.3.1.12 are deleted.
9	TERMINATION OF CONTRACT
9.2	Termination by Employer
9.2.1	<p>Termination by the Employer</p> <p>Clause 9.2.1.1 is replaced in its entirety with “A <i>Contractor Insolvency Event occurs</i>;”</p> <p>Clause 9.2.1.2 is replaced in its entirety with “<i>The Contractor</i>:</p> <ul style="list-style-type: none"> (i) <i>attempts or purports, save to the extent permitted under the Contract, to cede any of its rights or delegate any of its obligations under or in terms of the Contract to any third party,</i> (ii) <i>committed or commits any Corrupt Act in relation to procurement, entering into or execution of this Contract or generally in connection with the Works;</i> (iii) <i>committed, engaged in or engages in any Collusive Practice in connection with this Contract or generally in connection with the Works.”</i> <p>At the beginning of Clause 9.2.1, in the main body of the clause after 9.2.1.3.8, insert the following after “then the Employer may,”: “(i) <i>where Clause 9.2.1.1 or 9.2.1.2 apply, on written notice to the Contractor (with specific reference to this Clause and with or without, at the Employer’s sole and absolute discretion, first giving the Contractor an opportunity to remedy the event or default)) terminate the Contract and order the Contractor to vacate the Site and hand it over to the Employer or</i> (ii) <i>where Clause 9.2.1.3 applies, ...”</i></p> <p>Clause 9.2.1.3.6 is replaced in its entirety with “(i) <i>has failed to make good a failure and remedy it within the time required by the Employer’s Agent pursuant to a notice under Clause 11.1, (ii) is not carrying out the Works in accordance with the Contract, or (iii) is neglecting to carry out his obligations under the Contract; or</i>”</p>

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9.2.3	Notices to trustee/liquidator Delete the words <i>"If the provisions of Clause 9.2.1.1 apply, any notice or order referred to in this Clause shall be delivered to the trustee or liquidator,"</i> and replace with <i>"In the event of a Contractor Insolvency Event and a trustee, liquidator, business rescue practitioner or like administrator is appointed, any notice or order referred to in this Clause shall be delivered to that person..."</i>
9.3	Termination by Contractor
9.3.1.2	Termination by the Contractor Amplify this clause by including the following after the words <i>"within the time of payment provided for in the Contract"</i> : <i>"and persisting in such default for more than 30 days after receipt of a written notice from the Contractor requiring such payment to be made (which notice, to be valid must (i) refer to this Clause and (ii) notify the Employer of the Contractor's intention to exercise his rights in terms hereof if payment is not made)"</i>
9.3.2.2	Delete the words <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i>
9.3.2.3	Removal of items and payment to Contractor The word <i>"direct"</i> is inserted before the words <i>"loss or damage"</i> in the 6 th line of this Clause.
9.3.3	Other rights of the Contractor Delete this Clause and replace with the following: <i>"The Contractor's rights to payment and damages arising in connection with such termination shall be limited to the remedies and amounts payable under Clause 9.3.2.3."</i>
9.3.4	Notices to trustees/liquidators Delete this Clause in its entirety.
10	CLAIMS AND DISPUTES
10.1	Contractor's Claim
10.1.3.4	The words <i>"conclusive evidence"</i> in Clause 10.1.3.4 are deleted and replaced with the

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	words "prima facie evidence".
10.1.3.6	Records of facts and circumstances for claim Delete this Sub-clause in its entirety.
10.1.6	Insert the following new Clause 10.1.6 with marginal heading "Critical Path & Concurrent Delays & General Limitation on Entitlement"
10.1.6.1	<p><i>"Notwithstanding anything to the contrary in the Contract:</i></p> <ul style="list-style-type: none"> <i>(i) Only delays to activities on the critical path that will actually delay Practical Completion of the Works beyond the Due Completion Date, or to such activities therein that are reasonably calculated to become critical due to the delay in question, will found claims for an extension of time;</i> <i>(ii) The Contractor shall not be entitled to an extension of time for any Contractor Delay Event or to the extent that Practical Completion of the Works would in any event have delayed beyond the Due Completion Date by reason of a Contractor Delay Event.</i> <i>(iii) The Contractor shall not be entitled to any extension of time or additional payment or compensation if and to the extent the cause, event or circumstance giving rise thereto is attributable to:</i> <ul style="list-style-type: none"> <i>a) the negligence, error or default of the Contractor or any subcontractor or any Affiliate of the Contractor;</i> <i>b) any matters or events which are within the reasonable control of the Contractor or of any of its subcontractors or any Affiliate of the Contractor which should reasonably have been foreseen and provided for or avoided by the Contractor or by any of its subcontractors;</i> <p><i>The Contractor shall use reasonable endeavours and take reasonable steps to preclude the occurrence of delays, avoid and/or minimise the consequences of delays and generally to mitigate the effects of a cause or circumstance giving rise to a claim (whether for extension of time or compensation).</i></p> <p><i>The Contractor shall bear the onus of showing that its claim for an extension of time and/or additional compensation satisfies all of the requirements of this Clause 10.1."</i></p>
10.2	Dissatisfaction Claim
10.2.2	Failure to claim dissatisfaction

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	<p>Delete and replace this Clause with the following:</p> <p><i>“If, in respect of any matter referred to in Clause 10.2.1 above, the Contractor fails to submit a claim within 28 days after the cause of the dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.”</i></p>
10.5	Adjudication
10.5.4	<p>Implementation of decision</p> <p>Replace the first sentence of this clause with the following:</p> <p><i>“Subject to Clause 10.6.3, the parties shall implement the Adjudication Board’s decision without delay whether or not the dispute is to be referred to arbitration or court proceedings.”</i></p>
10.6	Disagreement with Adjudication Board’s decision
10.6.1.1	<p>Disagreement with Adjudication Board’s decision</p> <p>Delete and replace this clause with the following:</p> <p><i>“Subject to clause 10.6.3, the decision shall be binding on both parties unless and until it is revised by an arbitration award or court judgment, whichever is applicable in terms of the Contract.”</i></p>
10.6.3	<p>Failure to give a decision in time</p> <p>Delete and replace this Clause with the following:</p> <p><i>“If the Adjudication Board does not give its decision within the time stated in the Adjudication Board Rules, or otherwise extended in writing by the parties, any decision delivered thereafter shall not be binding on the parties, and shall not be a “decision” for the purposes of Clauses 10.5 to 10.10. Either party shall then have a right to submit the dispute to arbitration or court proceedings, whichever is applicable in terms of the Contract, provided that a written notice is given to the other party, referring to this Clause, within 28 days after the decision should have been given. If either party fails to give such a notice within the 28 days, the ruling of the Employer’s Agent shall be final and binding.”</i></p>
11	Insert the following new clause “11. FURTHER RIGHTS AND REMEDIES”

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.1	<p>Insert the following new Clause 11.1 with marginal heading “Employer’s Agent’s right to require performance”</p> <p><i>“If the Contractor fails to comply with or carry out any of his obligations under the Contract, the Employer’s Agent may (without limiting the Employer’s other rights under the Contract) give notice to the Contractor to make good the failure and remedy it within a time which the Employer’s Agent considers reasonable for that purpose. The Contractor’s failure to comply with any such notice constitutes a default of the Contractor under the Contract.</i></p>
11.2	<p>Insert the following new Clause 11.2 with marginal heading “Employer’s right to step-in”</p> <p><i>“If the Contractor fails to comply with or carry out any of his obligations under the Contract and fails to make good the failure and remedy it within the time specified by the Employer’s Agent in a notice under Clause 11.1, the Employer, without prejudice to its other rights, powers and remedies under the Contract or in law, shall be entitled to make good the failure and remedy it either himself or via other persons, and the reasonable costs of doing so shall be for the account of the Contractor.</i></p> <p><i>The Contractor shall co-operate with the Employer and facilitate and permit the use of all required goods, information, materials and other matter (including drawings, CAD files, technical data, models, plans, designs (if any), diagrams, evaluations, details, specifications, schedules, reports, calculation results, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the Contract or otherwise for and/or in connection with the Works) and shall generally do all things required by the Employer’s Agent to achieve this end.</i></p> <p><i>Any information, materials and other matter made available by the Contractor under this Clause shall be used solely and exclusively for the purpose of making good and remedying the Contractor’s failure and shall thereafter be returned to the Contractor.”</i></p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.3	<p>Insert the following new Clause 11.3 with marginal heading “Further Remedy for Breach”</p> <p><i>“Without derogating from its other rights, the Employer is entitled to withhold 10% (ten per cent) from any payments otherwise due to the Contractor, and the Employer’s Agent is empowered to withhold that amount from any payment certificate, without the Employer incurring any obligation for interest, where and for so long as the Contractor fails to comply with or carry out any of his obligations under the Contract and fails to make good the failure and remedy it within the time specified by the Employer’s Agent in a notice under Clause 11.1.”</i></p>
11.4	<p>Insert the following new Clause 11.4 with marginal heading “Early Warning”</p> <p><i>“In order to mitigate risk, the Employer and the Contractor require open and effective communication and co-operation to deal with events, circumstances or factors which may adversely affect the Works or the progress thereof, including any events, circumstances or factors which may delay the execution of the Works or increase the Contract Price (“Early Warning Event”).</i></p> <p><i>With a view to facilitating this, the Contractor shall give written notice to the Employer’s Agent of an Early Warning Event as soon as reasonably possible, but in any event within 7 (seven) days, after it has come to his attention. In such notice the Contractor shall provide:</i></p> <ul style="list-style-type: none"> <i>(i) detailed particulars of the event and the potential adverse effects; and</i> <i>(ii) proposals for the steps to be taken to mitigate the potential adverse effects thereof.</i> <p><i>Either the Employer’s Agent or the Contractor shall be entitled, by written notice, to require the other of them to attend an early warning meeting in respect of any Early Warning Event (whether or not notified by the Contractor). The purpose of the early warning meeting is to raise and discuss Early Warning Events in a co-operative manner and to jointly make and consider proposals and seek solutions to mitigate the potential adverse effects thereof.</i></p> <p><i>The early warning notice and meetings contemplated in this Sub-clause are intended as a risk management tool and open discussion is of paramount importance. To this end:</i></p> <p><i>A. notification in terms of this Clause shall not constitute notification of a claim for</i></p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p><i>extension of time or additional payment under the Contract,</i></p> <p><i>B. unless otherwise specifically agreed in writing by the Employer and the Contractor from time to time nothing raised or agreed at any early warning meeting shall limit or derogate from the rights and obligations of the Employer, the Employer's Agent or Contractor under the Contract."</i></p>
<p>11.5</p>	<p>Insert the following new Clause 11.4 with marginal heading "Access to Works Records"</p> <p><i>"The Contractor shall maintain all records and accounts pertaining to the Works, during the execution thereof and for a period of 5 (five) years after the Due Completion Date and shall ensure that his Subcontractors do likewise. The Employer's personnel and the Employer's other authorised representatives and agents (including the Employer's Agent) have the right to examine, audit, copy and inspect the said records and accounts at all reasonable times during the execution of the Works and during the said 5 (five) year period."</i></p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 CONTRACT DATA

CONTRACT DATA

A. CONTRACT DATA FOR: APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF GUARDHOUSE, BOUNDARY WALL INCLUDING GATE, STORMWATER DRAINS, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEM AT GOUDKOPIES LANDFILL SITE(ACILITY) AT GOUDKOPIES LANDFILL SITE.

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Contract Data shall be read with the General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering and the Special Conditions of Contract.

CONTRACT SPECIFIC DATA – Compulsory Data

Item	Sub-Clause(s)	Entry
The Defects Liability Period is:	1.1.1.13	12 Months
The time for achieving Practical Completion is (Duration of contract):	1.1.1.14	8 months
The name of the Employer is:	1.1.1.15 / 1.2.1.2	<p>Name: PIKITUP JOHANNESBURG (SOC) LIMITED</p> <p>Telephone: 087 357 1119/20 or 1196</p> <p>E-mail: mornekoortzen@pikutup.co.za</p> <p>Physical Address: 66 Jorissen Street Jorissen Place Braamfontein 2001</p> <p>Postal Address: Private Bag X74 Braamfontein Johannesburg 2017</p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Sub-Clause(s)	Entry
The name of the Employer's Agent is:	1.1.1.16 / 1.2.1.2	Name: MAVIMBELA & ASSOCIATE PTY LTD Address: 27 Orion avenue Sundowner Tel no. 067 810 3490 Fax no. 086 590 7133 Cell no. 063 698 7785 Email smbonani@gmail.com
The Pricing Strategy is:	1.1.1.26	Re-measurement (Bill of quantities)
The non-working days are:	5.1.1 and	Sundays and Public Holidays
The special non-working days are:	5.8.1	Voting/Elections days
The documentation required before commencing with the Works are:	5.3.1	1. 10% Performance Guarantee 2. Public Liability Insurance 3. Valid Tax Clearance Certificate 4. COID 5. Approved OHS File
The time to submit the documentation required before commencement of the Works is:	5.3.2	14 days from the date of appointment
The penalty for failing to complete the Works on time is:	5.13.1	0.1% of the contract value per month.
The latent defects period is:	5.16.3	12 Months
The type of security for the due performance of the Contract to be delivered to the Employer's Agent is:	6.2.1	10% Performance Guarantee
The percentage advance on materials not yet built into the Permanent Works is:	6.10.1.5	80%
The limit of retention money is:	6.10.3	5% of the work done
The limit of indemnity for liability insurance is:	8.6.1.3	R 5 000 000.00

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Sub-Clause(s)	Entry
The Contract Price Adjustment Factor is:	6.8.2	Applicable
The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:		$AC = (1 - x) \left\{ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right\}$ <p>AC is the contract price adjustment The value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <p>a= 15% b= 15% c= 40% d= 30%</p> <p>The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa:</p> <ol style="list-style-type: none"> "L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release P0141 Additional Tables: Table 14 "CPI – all items, according to area" of Statistics South Africa. "P" is the "Plant Index" and shall be the Producer Price Index (PPI) applicable to the industry as stated in the Contract Data and as published in the Statistical News Release P0142.1, Table 12 – "Concrete Works Plant" and/or "Roads and Earthworks Plant" of Statistics South Africa. "M" is the "Materials Index" and shall be the Producer Price Index (PPI) applicable to the industry as stated in the Contract Data and as published in the Statistical News Release P0142.1, Table 12 – "Concrete Works Material" and/or "Roads and Earthworks Material" of Statistics South Africa. "F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for Diesel at wholesale level for the area as stated in the Contract Data and as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa. The suffix "o" denotes the base indices applicable to the base month as stated in the Contract Data. The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates. The base month is the month in which the bid closed
Dispute resolution shall be by:	10.5.1	A Standing Adjudication Board

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 FORM OF GUARANTEE

Pro-Forma GCC Fixed Performance Bond – Demand Guarantee

To: PIKITUP Johannesburg (SOC) Limited

Dear Sirs

Reference No. _____

Performance Bond for: _____

PIKITUP Contract Reference: _____

1. In this Guarantee

1.1. The following words and expressions have the following meanings:

1.1.1. **“Contract”** means the written agreement entered into between the Employer and the Contractor on or about _____ 20____ (Contract Reference No. _____), as amended, varied, restated, novated or substituted from time to time.

1.1.2. **“Contractor”** _____ means _____ a registered in accordance with the laws of the Republic of South Africa with registration number _____.

1.1.3. **“Demand Amount”** has the meaning given to it in 3.1 below;

1.1.4. **“Employer”** means **PIKITUP Johannesburg (SOC) Limited**, a wholly owned municipal entity of the City of Johannesburg incorporated under the Companies Act (71 Of 2008), read with the Municipal Systems Act (32 of 2000), with company number 2000/029899/07;

1.1.5. **“Employer’s Agent”** means the person or entity defined as such in the Contract;

1.1.6. **“Expiry Date”** means the date of issue of the Final Approval Certificate;

1.1.7. **“Guarantee”** means this Performance Bond;

1.1.8. **“Guaranteed Sum”** means the sum of _____ (figure)

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3.2.1.4.as being due to the Employer by reason of the Contract having been terminated or a provisional sequestration or liquidation court order having been granted against the Contractor, in which case the demand shall state that:

3.2.1.5.the Contract has been terminated due to the Contractor's default and that the Guarantee is being called on in such circumstances, in which case the demand shall be accompanied by a copy of the notice of termination;

3.2.1.6.a provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is being called on in such circumstances, in which case the demand shall be accompanied by a copy of the court order; **or**

3.2.1.7.as being due to the Employer in circumstances where the Contractor was obliged to extend, renew or replace this Guarantee but failed to do so.

4. A demand delivered by hand shall be effective from the date when it is delivered to the Guarantor in accordance with Clause 3 above.

5. The Guarantor is obliged to accept a written demand made in accordance with Clause 3 from time to time as conclusive evidence of the Demand Amount and the Guarantor shall not be required or permitted to make any other investigation or enquiry as to the demand or the Demand Amount The Guarantor shall be obliged to make payment under this Guarantee without any proof in relation to any alleged breach, default or other circumstances under which this Guarantee is called and without reference to the Contractor.

6. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:

6.1. is/are and shall be absolute and unconditional in all circumstances; and

6.2. is/are not, and shall not be construed to be, accessory or collateral on any basis whatsoever;

7. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

8. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.

9. The Guarantor's obligations in terms of this Guarantee:

9.1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum;

9.2. shall not be impaired, reduced, discharged or affected by and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed:

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- 9.2.1. by the fact that a dispute may exist between the Employer and the Contractor;
- 9.2.2. by any invalidity, illegality or unenforceability of the Contract; and/or
- 9.2.3. by any disability, incapacity, insolvency, bankruptcy, winding up or reorganization of the Contractor or change in ownership or change in status of the Contractor (or anything analogous to the circumstances described under this Clause 9.2 occurs under the laws of any relevant jurisdiction).

10. All payments under this Guarantee shall be:

- 10.1. made in Rand's;
- 10.2. free of any set-off, withholding or deduction of any kind whatsoever; and
- 10.3. made to the account specified in the relevant demand.

11. Any waiver by the Employer of the terms of this Guarantee or any consent or approval given by the Employer shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

12. The Guarantor shall not be entitled to assign, cede or delegate its right and/or obligations under this Guarantee without the prior written consent of the Employer.

13. This Guarantee:

- 13.1. shall expire on the Expiry Date until which time it is irrevocable;
- 13.2. is binding on the successors of the Guarantor;
- 13.3. is, save as provided for in 8 above, personal to the Employer and is neither negotiable nor transferable;
- 13.4. shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 13.5. shall be regarded as a liquid document for obtaining any court order, including for; provisional sentence or summary judgement; and
- 13.6. shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

14. The expiry of this Guarantee under Clause 13.1 shall not affect nor discharge the liability of the Guarantor to make payment of any written demand from the Employer made in accordance with Clause 3 above and delivered to the Guarantor on or before the Expiry Date.

15. As between the Employer and the Guarantor, the Contractor is solely liable for the cost of procuring and maintaining this Guarantee and the Employer shall have no liability to the Guarantor in respect of any such costs.

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Contractor

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Witness 2

Employer

Witness 1

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16. If at any time one or more provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect, such provision or provisions will be ineffective to the extent only of such illegality, invalidity or unenforceability and such illegality, invalidity or unenforceability will not invalidate the other provisions of this Guarantee.
17. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

SIGNED at _____ on _____ 20_____

For: _____
Company Name

Signatory: _____
Capacity: _____
Authority: _____

Signatory: _____
Capacity: _____
Authority: _____

SIGNED at _____ on _____ 20_____

For: _____
Company Name

Signatory: _____
Capacity: _____
Authority: _____

Signatory: _____
Capacity: _____
Authority: _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.5 OHS MANDATORY AGREEMENT FOR CONTRACTORS

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

AS ENTERED INTO AND BETWEEN

PIKITUP JOHANNESBURG SOC Ltd (Reg No: 2000/029899/07)

(Hereinafter referred to as "the Client")

AND

(Reg No:

(Hereinafter referred to as "the Mandatory")

Compensation Fund number: _____

1. Reporting

The Mandatory and/or his/her designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act, 85 of 1993 ("the OHS-Act"), shall report to the Project Manager and/or a representative designated by the Client prior to commencing the work at the premises.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Warranty of compliance

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures, as prescribed by the Client, and as provided for in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 and Regulations ("the OHS Act"), for the purposes of compliance with the OHS-Act. The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for health and safety matters relating to the work the Mandatory and his/her employees are to perform on the premises in terms of the scope of work shall be the obligation of the Mandatory. The Mandatory further warrants that he and/or his/her employees undertake to maintain such compliance with the OHS-Act. Without derogating from the generality of the above, nor from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his/her employees. The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises in terms of the scope of work is not endangered by the conduct and/or activities of all his/her employees whilst they are on the said premises.

3. Mandatory an employer

The Mandatory shall be deemed to be an employer in his/her own right whilst performing work in terms of the scope of work on behalf of the Client. In terms of Section 16 (1) of the OHS-Act, the Mandatory shall accordingly ensure that he and/or his /her nominated Chief Executive Officer comply with the requirements of the OHS-Act.

4. Appointments and training

The Mandatory shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS-Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Client.

The Mandatory shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises that forms part of the scope of work. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his/her users or operators of any

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materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment. Notwithstanding the provisions of the above, the Mandatory shall ensure that his/her appointed responsible persons and employees are at all times familiar with the provisions of the OHS-Act, and that they comply with the provisions.

5. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed in terms of the scope of work that it is done under strict supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his/her employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he in turn immediately report these to the Client and/or his/her representative.

6. Access to the OHS-Act

The Mandatory shall ensure that he has an updated copy of the OHS-Act on site at all times, and that this is accessible to his/her appointed responsible persons and employees.

7. Co-operation

The Mandatory and/or its responsible persons and employees shall provide full Co-operation and information if and when the Client or his/her representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Client and his/her representative shall at all times be entitled to make such inquiry. Without derogating from the generality of the above, the Mandatory and his/her responsible persons shall make available to the Client and his/her representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his/her materials, machinery or equipment.

8. Work procedures

The Mandatory shall be entitled to utilize, the procedures, guidelines and other documentation as used by the Client for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his/her responsible persons and employees are familiar with, and

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Witness 1

Witness 2

utilize the documents. The Mandatory shall implement and enforce safe work practices as prescribed by the Client, and he shall ensure that his/her responsible persons and employees are made conversant with the contents of these practices and that they adhere to such procedures. The Mandatory shall ensure that his/her employees prior to the obtaining of a permit do perform work and are trained and found competent for which the Client requires a permit.

9. Health and safety meetings

If required in terms of the OHS-Act, the Mandatory shall establish his/her own health and safety committee(s), and ensure that his/her employees, being the committee members, hold health and safety meetings as often as may be required, and at least once every three (3) months. The Client may elect to permit the Mandatory's health and safety representatives to attend the Client's health and safety committee meetings.

10. Compensation Registration

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force whilst any such employee is present on the premises.

11. Medical examinations

The Mandatory shall ensure that all his/her employees undergo routine medical examinations, and that they are medically fit for the purposes of the work they are to perform and provide the proof of such to the Client or representative on request.

12. Incident reporting and investigation

All incidents referred to in the Client's Procedures 32-95 and that of the OHS-Act shall be reported by the Mandatory to the Department of Labour and to the Client immediately upon becoming aware of such incident. The Client shall further be provided with copies of any written documentation relating to any incident. The Client retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

13. Sub-contractors

The Mandatory shall notify the Client of any sub-contractor he may wish to perform work on the premises in terms of the scope of work.

It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the Sub-contractor prior to the Sub-contractor commencing with the work. Without derogating from the generality of this paragraph:

- 13.1. The Mandatory shall ensure that training as discussed in paragraph ii), above, is provided, prior to the sub-contractor commencing work on the said premises.
- 13.2. The Mandatory shall ensure that work performed by the Sub-contractor is done under strict supervision and discipline, as described in paragraph iv), above.
- 13.3. The Mandatory shall inform the Client of any health and safety hazard and/or issue which the Sub-contractor may have brought to his/her attention
- 13.4. The Mandatory shall inform the Client of any difficulty encountered with regard to
- 13.5. Compliance by the Sub-Contractor to any health and safety instruction, procedure and/or legal provision applicable to the work the Sub-Contractor performs in terms of the scope of work.

14. Security and access

The Mandatory shall ensure that all employees, materials, machinery or equipment are safeguarded at all times to prevent any injury or losses in terms of crime related activities.

15. Fire precautions and facilities

The Mandatory shall ensure that an adequate supply of fire protection and first aid facilities is provided for the work to be performed. The Mandatory shall further ensure that all his/her employees are familiar with fire precautions at the premises, which include fire hazards that may be caused by third parties and emergency exits and that such precautions are adhered to.

16. Hygiene and cleanliness

The Mandatory shall ensure that the area where the work is performed is at all times

maintained to reasonably practicable levels of hygiene and that they maintain the surrounding
TENDER / CONTRACT NO: PU111/2022 FOR THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF
GUARD HOUSE, BOUNDARY WALL, INCLUDING GATE, STORMWATER, INSTALLATION OF MONITORING BOREHOLES AND
DEWATERING SYSTEMS AT GOUDKOPPIES LANDFILL SITE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

area of the work site to a reasonably practicable level of cleanliness. In this regard, no loose materials shall be left lying unnecessarily, and the work site shall be cleared of waste material regularly and on completion of the work.

17. No nuisance

The Mandatory shall ensure that neither he nor his/her employees undertake any activity which may cause environmental impairment, nor constitute any form of nuisance to the surroundings. The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on other Mandatory's, the Clients or tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Client.

18. Intoxication not allowed

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Save that any person required to take medication shall notify the relevant Construction supervisor and Assistant Construction Supervisor thereof, as well as the potential side effects of the medication.

19. Personal protective equipment

The Mandatory shall ensure that his/her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS-Act. The Mandatory shall further ensure that his/her responsible persons and employees wear the PPE issued to them at all material times.

20. Plant, machinery and equipment

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize while performing work in terms of the scope of work 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 as well as any other legislation and requirements from the Client.

In accordance with the provisions of Section 10 (4) of the OHS-Act, the Mandatory hereby assumes the liability, for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies for the Client, complies with all the prescribed requirements and will be safe and without risks to people's health.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

21. No usage of the Client's equipment

The Mandatory hereby acknowledges that his/her employees shall not be permitted to use any materials, machinery or equipment of the Client unless the prior written consent of the Client has been obtained, in which case, the Mandatory shall ensure that only those persons authorized to make use of the same, have access thereto.

22. Transport

The Mandatory shall ensure that all vehicles used for the performing work in terms of the scope of work are in a roadworthy condition, are licensed and insured. All drivers shall have relevant valid driving licenses and no vehicle shall carry passengers at the back of

LDV's or other vehicles unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs at all times.

23. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, it should contact the Safety, Health & Safety (SHE) Manager at the Client's offices.

24. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or whilst any of the Mandatory's workmen are present on the premises applicable in terms of the scope of work.

25. Headings

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

Signatories:

Thus done and signed at _____ on _____ of 20_____

_____ for and on behalf of the Client

INITIALS AND SURNAME

TENDER / CONTRACT NO: PU111/2022 FOR THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF GUARD HOUSE, BOUNDARY WALL, INCLUDING GATE, STORMWATER, INSTALLATION OF MONITORING BOREHOLES AND DEWATERING SYSTEMS AT GOUDKOPPIES LANDFILL SITE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

_____ for and on behalf of the Mandatory
INITIALS AND SURNAME

Witness:

1. _____
INITIALS AND SURNAME

DATE

2. _____
INITIALS AND SURNAME

DATE

TENDER / CONTRACT NO: PU111/2022 FOR THE APPOINTMENT OF A CONTRACTOR FOR PHASE 1 CONSTRUCTION OF
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PRICING INSTRUCTION AND BILL OF QUANTITIES

PART C2 PRICING DATA

C2 Pricing Instructions and Bill of Quantities (Attached)

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



PART C3. SCOPE OF WORKS

DESCRIPTION OF THE WORKS

5.1. OVERVIEW OF THE WORKS

The purpose of this Contract is to appoint a contractor with CIDB grade 7GB or higher for the phase 1 construction of a guard house, concrete boundary wall including gate, Storm water drains, installation of boreholes, and dewatering system at **Goudkoppies Landfill Site**.

5.2. EXTENT OF THE WORKS

The work to be carried out under PIKITUP's Goudkoppies Landfill Site contract mainly consists of the following: -

5.2.1. Guard House

Construction of a new guard house facility with security surveillance and access control system

5.2.2. Boundary wall

Replacement of existing concrete palisade with a reinforced concrete wall including installation of a new gate.

5.2.3. Water and sewer connections

Construction of water and sewer reticulation within the facility and connection to the main municipal infrastructure.

5.2.4. Civil works

Earthworks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.2.5. Stormwater management system

Construction of open concrete drains to manage contaminated water effectively around the site.

5.2.6. Installation of monitoring boreholes

Installation of new and upgrading of existing monitoring boreholes.

5.2.7. Dewatering system

Installation of a Dewatering system to pump contaminated water (leached) from DG2 to DG1 (DG2 is an existing leachate pond and DG1 is an existing clean pond)

Provision of chemicals for dozing if required

5.3. LOCATION OF THE WORKS

Name	Physical address	Longitude	Latitude
Goudkoppies Landfill Site	11 Pallet Cres, Klipspruit 318 IQ, Soweto, 1811	28.925476	-26.280663

5.4. BREAKDOWN REPAIRS

Breakdown repairs refers to repairing defects (including malfunctions) which are carried out on an ad-hoc basis if and when a defect occurs.

The Contractor will be paid for repairing breakdowns using the items listed in Schedules of Quantities for breakdown maintenance however should such an item not exist for the work that has to be carried out he will be paid in accordance with the rates tendered for labour and material in Schedules of Quantities.

5.5. REPLACEMENT OF ITEMS

Where it is necessary to replace any existing item with a new item under this Contract, the new item shall be of at least the same quality as the existing item. The Project Manager shall have the right to reject the item if it is of inferior quality.

5.6. SITE TO BE KEPT CLEAN

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

keep the site free from debris and obstructions inter alia in compliance with Construction Regulations in the OHS Act.

All redundant materials, rubbish and waste arising from the work must be regularly removed from the Site at the Contractor's cost and the Site and buildings left clean and tidy.

5.7. SANS SPECIFICATIONS AND CODES OF PRACTICE

All reference in this document to South African Bureau of Standards specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations, shall be deemed to be references to the latest issues of such specifications and codes as amended.

5.8. MATERIALS

Should the work require additional material that are not specified on the schedule of quantity the Contractor must obtained approval from the project manager prior to carrying out the works. The Contractor shall attach to his accounts original supplier's tax invoices for new parts, components and materials to be used or that were used for repair work requiring non-scheduled items. The full description similar to that required to order an item from a supplier, i.e. Make: model, serial number, size, capacity, etc. shall be listed on the account.

The Project Manager reserves the right to:

- (a) Supply to the Contractor new parts, components and materials required to undertake repairs, or
- (b) If the price submitted by the Contractor is considered to be unacceptably high, obtain quotations for such new parts, components and materials from other independent sources, and after making reasonable allowance for Contractor's mark-up, adjust the Contractor's price accordingly.
- (c) The above applies to new parts, components and materials which are to be used for both maintenance and repair.
- (d) Where no rate is tendered in the Schedule of Quantities for new items the prices for new items given by the Contractor shall be in line with prices of similar items in the Schedule of Quantities or reasonable prices in the industry.
- (e) Unless stated otherwise in writing by the Project Manager, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations.

5.9. PROTECTION OF FURNITURE AND EQUIPMENT

The Contractor shall be responsible for moving the furniture and equipment in order to provide working space for his personnel. The movement of furniture and equipment shall be kept to the very minimum and the Contractor shall be solely responsible for any damage to furniture or equipment arising from its removal and/or replacement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.10.QUALITY CONTROL

The Contractor shall at all times ensure that his work complies with Specifications. The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Contract Managers, foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times. The cost of supervision and process control, including testing carded out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the implementation of a quality assurance system and the minimum frequency of checking required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

5.11.CERTIFICATES OF PAYMENT

The statement to be submitted by the Employer as described in clause of GCC 3rd EDITION 2015 conditions of contract shall be prepared in accordance with the standard payment certificate prescribed by the Project Manager and shall comprise at least two sets of A4-size paper copies. All costs for the preparation and submission of the statements shall be borne by the Contractor.

5.12.AVAILABILITY OF VENUES

The buildings wherein, repair work is to be carried out under this Contract are not necessarily always available for such work and availability thereof depends on what they are used for.

Should changes in availability occur during the Contract Period, the Project Manager will notify the Contractor thereof in good time. The Contractor shall make allowance for such possible changes in his tendered rates as no additional compensation therefore will be made.

5.13.PERMITS AND WAY LEAVES

Way leaves are required on the project. Way leaves will be applied for by the engineer and be issued to the contractor. The contractor will not be allowed to commence with any work without way leaves being issued. The Contractor's staff will require access permits to enter the site.

5.14.SETTING OUT

The Contractor shall set out the works in relation to original points. Lines and levels of reference specified in the contract Data or notified by the Engineer. The Contractor shall be responsible for the positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions, or alignment of the Works

5.15.PLANNING AND PROGRAMMING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall supply within the period stated in the contract Data a suitable and realistic construction programme, cash flow diagram, and critical path diagram for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each week and the anticipated cash-flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The programme shall take provision for the accommodation of other contractor's requirements. It will be required from the contractor to liaise with other contractors to ensure continuous co-ordination and execution of the scheduled work.

5.16.RECORDING OF WEATHER

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs. The following template for the record purposes of rainfall should be used:

<u>Month</u>	<u>Rainfall (mm)</u>	<u>Rainfall Days</u>	<u>Place Recorded</u>
Total			

5.17.MANAGEMENT MEETINGS

A progress meeting termed Site Meeting will be held within monthly intervals. The Contractor shall provide a venue and adequate seating for all members of the Project team i.e. The Client, The Engineer, the Ward Councillor, the Local Municipality's representative, members of the community's steering committee, the Community Liaison Officer (CLO), the Safety officer, any other stakeholders (e.g. Private Enterprise, Mentors etc) and key members of the Contractors staff. Site inspection meetings termed Technical Meetings will also be held within monthly intervals and is approximately held midway between Site Meetings. The Contractor shall in terms of the Health and Safety Regulations hold safety meeting weekly. The Minutes of the Safety meeting shall be submitted to the Engineer at every Site Meeting.

5.18.FORMS CONTRACT ADMINISTRATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.18.1. The Contractor shall submit to the Engineer at every Site Meeting or by the 24th of every month the following schedules:

5.18.2. Labour Return Schedule (These forms are available electronically)

5.18.3. Plant Schedule

5.18.4. Copies of the Minutes of the Safety Meetings

5.18.5. Copies of the Site Diary Recordings

5.18.6. An updated Construction Programme

5.19. ENGINEERING DESIGN

5.19.1. The Employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated.

5.19.2. The Contractor shall supply all details necessary to assist the Employer's agent in the compilation of the as-built drawings.

5.20. EMPLOYER'S DESIGN

5.20.1. The new reinforced concrete wall will be founded and cast against the existing wall on the internal side of the boundary. The concrete wall will thus be supported by the existing wall on one side and formwork on the other side.

5.20.2. The two walls shall be chemically anchored. The concrete wall will be secured with razor barbed wire at the top and cameras will be installed at the top of the wall to enhance security.

5.20.3. Earthworks will commence with the removal and reuse/stockpiling/spoil of topsoil. Bulk earthworks are to be carried out to make the best use of the materials. This will include for selection of materials for reuse/stockpiling for other works elements.

5.20.4. Stormwater management during construction is critical and the permanent works should be installed as early as possible. Existing lights along the perimeter wall may have to be removed and re-instated once the new wall has been completed.

5.21. DRAWINGS

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Drawings prepared by the Employer for the permanent Works are listed and are issued as part of this document. Must get drawing numbers.

Drawing No.	Description	Purpose of issue
202007-CP-01	Cover Page and drawing list	Tender purpose
202007-GA-02	Layout Plan: Parking & Access area	Tender purpose
202007-GA-01	The general arrangement of existing infrastructure	Tender purpose
202007-SD-01	Drainage details	Tender purpose
ARCH-GH-100	Guard House	Tender purpose
202007-SD-01	Sub-soil drainage details	Tender purpose
202007-SD-04	Field inlet details	Tender purpose
202007-SD-05	Catch pit and junction box details	Tender purpose
202007-SD-06	Stormwater curb-grid inlet	Tender purpose

The Employer reserves the right to amend drawings and/or issue additional drawings during the Contract. The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed during the Contract. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's agent and/or the Employer's agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's agent's Representative as a hard copy drawing as well as an electronic drawing of the survey, before a Certificate of Completion will be issued.

5.22.Contract/Construction Drawings

The drawings issued to Tenderers as part of the Tender documents must be regarded as provisional and preliminary for the Tenderer's benefit to generally assess the Scope of Work. The drawings are issued as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings Approved for Construction (AFC).

At the commencement of the Contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the Works. From time to time thereafter during the progress of the Works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the Works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the Contract. (Drawing Number)

Drawing No.	Description	Purpose of issue
202007-CP-01	Cover Page and drawing list	Tender purpose
202007-GA-02	Layout Plan: Parking & Access area	Tender purpose
202007-GA-01	The general arrangement of existing infrastructure	Tender purpose
202007-SD-07	Drainage details	Tender purpose

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ARCH-GH-100	Guard House	Tender purpose
202007-SD-07	Sub-soil drainage details	Tender purpose
202007-SD-04	Field inlet details	Tender purpose
202007-SD-05	Catch pit and junction box details	Tender purpose
202007-SD-06	Stormwater curb-grid inlet	Tender purpose

The drawings listed above are likely to change for construction.

5.23.CHANGES TO SCOPE OF WORKS

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount. Refer to the project specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C4. DRAWINGS (ATTACHED)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2