



Midvaal Local Municipality
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**TENDER NO: 8/2/2/414 (5CE4CEPE OR HIGHER)
BID FOR THE MAINTENANCE OF WATER-BORNE SEWER
NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL
MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF
APPOINTMENT FOR A PERIOD OF 36 MONTHS**

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: Fax: Cell: Email:
CIDB Grading	
CSD Registration No.	

BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

BID 8/2/2/414(5CE4CEPE) OR HIGHER (2024-2027): BID FOR THE MAINTENANCE OF WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED BASIS FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

Employer Tender Number: 8/2/2/414 cidb Reference Number: 100097058

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR THE MAINTENANCE OF WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED BASIS FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

It is estimated that tenderers should have a cidb contractor grading of 5CE or higher. 4CE Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who who have suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e with all pages attached, failure thereof will result in your bid being disqualified. IMPORTANT INFORMATION:

Midvaal Local Municipality hereby requests all bidders to take note of the following process relating to bid documents requests and clarification notes:

- Bidding documents will be available for purchase during working hours after 12:00PM or via electronic request at tenders@midvaal.gov.za.
- A non-refundable tender deposit of R 946.00 payable by proof of deposit or cash is required on collection of the Tender documents, payments for the documents can be made at the municipality's rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality Bank: Nedbank

Account Number: 1224797469,

Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents.

Clarifications:

- Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line.
- The municipality will respond to all received queries/clarifications.

Responsive bids will then be evaluated on 80/20 preference point system as prescribed by Midvaal Local Municipality's Supply Chain Policy and Preferential Procurement Policy, and PPPFA and its 2022 regulations.

Bids will be evaluated and adjudicated according to the following criteria:

- relevant specifications and technical proposals,
- value for money,
- capability to execute the contract,
- Midvaal SCM policy, PPPFA regulations and any other relevant legislation's, As well as any supporting documents where required.

SPECIFIC GOALS:

LOCAL ENTERPRISE:10 BBB-EE STATUS:10

- Details of the specific goals' allocation are demonstrated in the bid document.

PLEASE NOTE:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialed.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachment

Only tenderers who have read and signed the provisions of the rules and specifications which are included in the bid documents are eligible to submit tenders.

The Physical Address for collection of Tender documents is:

25 Mitchel Street Meyerton Johannesburg 1960

Documents may be collected during work hours after 12h00 on 23 August 2024

A non-refundable tender deposit of R946.00 payable by proof of deposit or cash is required on collection of the Tender documents. Tender documents can also be downloaded on etenders.gov.za

Queries relating to the issues of these documents may be addressed to:

tenders@midvaal.gov.za Tel No. 0163607484

E-mail. tenders@midvaal.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at Midvaal Engineering Services (Opposite Randvaal Clinic), 56 Rooibok Street, Highbury, Randvaal. USE GPS Coordinates: -26.515083, 28.044598 on 03 September 2024 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Wednesday, September 25, 2024. Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

MIDVAAL LOCAL MUNICIPALITY

BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

T1.2: STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

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 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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 act 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 of family interest in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance of loyalty which would in any way affect any decisions taken.

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.

1.2 Tender documents

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

1.3 Interpretation

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.

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

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 interest which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

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; and

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.

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Communication between the employer and 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 contract details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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.

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.

2.2 Cost of tendering

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 aspect of the offer complies with requirements.

2.3 Check documents

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

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.

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.

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.

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 meetings(s) are stated in the tender data.

2.8 Seek clarification

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

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.

2.10 **Pricing the tender offer**

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 14 days before the closing time stated in the tender data.

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

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.

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.

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. Erasures and the use of masking fluid are prohibited.

2.12 **Alternative tender offers**

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.

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.

2.13 **Submitting a tender offer**

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

2.13.2 Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink.

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.

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 shall be held liable by the employer for the purpose of the tender offer.

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.

2.13.6 The two-envelope system will not be used.

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.

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

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.

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.

2.15 **Closing time**

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.

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.

2.16 **Tender offer validity**

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.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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.

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

2.17 **Clarification of tender offer after submission**

Provide clarification of a tender 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 2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following competitive selection process, should the Employer elect to do so.

2.18 Provide other material

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.

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

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.

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.

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.

2.22 Return of other tender documents

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

2.23 Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the Tenderer

3.1.1 Unless otherwise stated in the Tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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.

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 seven 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 drew documents.

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.

3.4 Opening of tender submissions

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.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

3.5 Two-envelope system

3.5.1 The Two-envelope system will not be used for this tender.

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.

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.

3.8 **Test for responsiveness**

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.

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

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

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

3.9 **Arithmetical errors, omissions and discrepancies**

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.

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 3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- a) omissions made in completing the pricing schedule or bills of quantities; or
- b) 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.

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

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) 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.

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.

3.11 **Evaluation of tender offers**

3.11.1 **General**

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

3.11.2 **Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked Tenderer and recommend the highest ranked Tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.3 **Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7,

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points, and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.4 **Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7,

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.5 **Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8

N_Q is the number of tender evaluation points awarded for functionality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

3.11.6 **Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.7 **Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

Table 1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$

P_m is the comparative offer of the most favourable comparative offer.
 P is the comparative offer of the tender offer under consideration.

3.11.8 **Scoring preferences**

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.9 **Scoring Functionality**

Score each of the criteria and subcriteria for functionality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for functionality using the following formula:

$$N_Q = W_2 \times \frac{S_o}{M_s}$$

Where: N_Q is the score for functionality by the Tenderer;

S_o is the score for functionality allocated to the submission under consideration;

M_s is the maximum possible score for functionality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the functionality as stated in the tender data.

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.

3.13 **Acceptance of tender offer**

3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.
- 3.13.2 Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.
- 3.14 **Notice to unsuccessful Tenderers**
- After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.
- 3.15 **Prepare contract documents**
- If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) Addenda issued during the tender period,
 - b) Inclusion of some of the returnable documents,
 - c) Other revisions agreed between the employer and the successful Tenderer, and
 - d) The schedule of deviations attached to the form of offer and acceptance, if any.
- 3.16 **Issue final contract**
- Prepare and issue the final draft of the contract to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).
- 3.17 **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.
- 3.18 **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.
- 3.19 **Provide written reasons for actions taken**
- Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.



MIDVAAL LOCAL MUNICIPALITY**BID 8/2/2/414****BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS****T1.3: TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.org.za).

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

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

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
F.1.1	Actions	The Employer is MIDVAAL LOCAL MUNICIPALITY
F.1.2	Tender documents	The Tender documents issued by the Employer comprise: <u>Stage 1: Functionality</u> TENDER: Part T1: Tender Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Standard conditions of Tender T1.3 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules <u>Stage 2: Financial Proposal</u> CONTRACT: Part C1: Agreement and Contract data C1.1 Form of Offer and Acceptance

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
		C1.2 Contract data (Part 1: data provided by the Employer) C1.2 Contract data (Part 2 : Contract data completed by Contractor) C1.4 Guarantees and Securities Part C2: Pricing data C2.1: Pricing Instructions C2.2: Pricing Schedule Part C3: Scope of Work Part 1 : Scope of work and Project Specifications Annexure Part 1 : Performance Management System
F.1.4	Communication and Employer's agent	Midvaal Local Municipality Address: 25 Mitchell, Meyerton, 1961 Tel: +27 (0)16 360 7484 Fax: +27 (0)16 362 3386 Email: tenders@midvaal.gov.za
F.2.1	Eligibility	Only those bidders who score a minimum of 66 points for the functionality criteria prescribed in clause F.3.11.2 of the tender data and requested in section T2.2 of this document, are eligible to have their tenders evaluated for price and preference and; Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a SCE4CEPE class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a SCE4CEPE class of construction work or a

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
		value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.2	Cost of tendering	Replace the clause with the following: <i>"Accept that, unless otherwise stated in the tender data, the Employer will not compensate the Tenderer for any cost in the preparation and submission of a tender offer, including costs incurred in attending interviews and any testing necessary to demonstrate that aspects of the offer complies with requirements."</i>
F.2.5	Reference documents	The document Conditions of Contract are the General Conditions of Contract for Construction Works, third Edition 2015 published by the South African Institution of Civil Engineering.
F.2.7	Clarification meeting	The arrangements for a compulsory clarification meeting are: No 56 Rooibok street, Meyerton, 1960: GPS Coordinates: S 26 30.894' E 028 02.681 on 03 September 2024 starting at 10h00. Confirmation of attendance will be recorded at the meeting and therefore all Bidders must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.8	Seek clarification	Replace the clause with the following: "Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least seven working days before the closing time stated in the foregoing notice and clause 2.15."
F.2.9	Insurance	Add the following to the clause: "Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that he is satisfied with the insurance cover."
F.2.11	Alterations to documents	Add the following to the clause: <i>"To correct errors made, draw a line through the incorrect entry and write the correct entry in black ink and place the full signatures of the authorised signatories next to the correct entry."</i> <u>Accept that corrections not made in the manner described shall result in the Tender Offer be regarded as non-responsive.</u>
F.2.12	Alternative Offers	Alternative offers shall not be accepted.

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
F.2.13	Submitting a Tender offer	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.4		Add the following to the clause: <i>"Only authorised signatories may sign the original and all copies of the Tender Offer where required in terms of 2.13.3</i> <i>In the case of a ONE-PERSON CONCERN submitting a Tender, this shall be clearly stated.</i> <i>In case of a COMPANY submitting a Tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSED CORPORATION submitting a Tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a Tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a Tender, include <u>a resolution</u> of each company of the joint venture/consortium together with <u>a resolution by its members</u> authorising a member of the joint venture/consortium to sign the documents on behalf of the joint venture/consortium."</i> <i>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification."</i> <u>Accept that failure to submit proof of authorisation to sign the Tender shall result in a Tender Offer being regarded as non-responsive.</u>
F.2.13.5		The employer's details and address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Midvaal Local Municipality, 25 Mitchell, Meyerton, 1961 Physical address: 25 Mitchell, Meyerton, 1961 Identification details: BID FOR CONSTRUCTION AND MAINTENANCE OF WATER-BORNE SEWER NETWORK WITH ERF CONNECTIONS IN MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS Postal address: 25 Mitchell, Meyerton, 1961

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
F.2.13.6/ 3.5 F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers shall not be accepted .
F.2.14	Information and data to be completed in all respects	<i>Add the following to the clause:</i> <i>"Accept that the Employer shall in the evaluation of Tenders take due account of the Tenderers' past performance in executing for similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Contract successfully within the Contract period. Satisfy the Employer as to his ability to perform and complete the Contract timeously, safely and with satisfactory quality, by furnishing details in Section T2.1.</i> <i>Accept that the Employer is restricted in accordance with Clause 4.(4) of the Constructions Regulations, 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Tenderer."</i>
F.2.15 F.2.15.1	Closing time	The closing time for submission of Tender offers is: 11h00 on Wednesday, September 25, 2024.
F.2.16	Tender offer validity	The Tender offer validity period is 90 days .
F.2.16.1		Add the following to the clause: <i>"If the Tender validity expires on a Saturday, Sunday or public holiday, the Tender offer shall remain valid and open for acceptance until the close of business on the following working day."</i>
F.2.23	Certificates	The Tenderer is required to submit certified certificates and documentation as listed in the returnable documents inclusive of: a) A copy of Certificate of Incorporation (if Tenderer is a Company) e.g. CM1, CM29 or CM44 and Share Certificates. b) A copy of Founding Statement (if Tenderer is a Closed Corporation) e.g. CK1 or CK2 c) A copy of Partnership Agreement (if Tenderer is a Partnership) d) Copy of Joint Venture/Consortium Agreement (if Tenderer is a Joint Venture/Consortium) e) A copy of Identity Document (if Tenderer is a One-man concern) In cases where the Tenderer has failed to submit any of the documents listed from (a) to (e) above with the Tender, the Employer reserves the right to, but

Reference to relevant clauses in Standard conditions of Tender	Addition or variation to Standard conditions of Tender	
		is not bound to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification.
Add the following new clause: "F.2.24	<i>Canvassing and obtaining of additional information by Tenderers</i>	<i>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his Tender, after the opening of the Tenders but prior to the Employer arriving at a decision thereon.</i> <i>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Tenders."</i>
Add the following new clause: "F.2.25	<i>Prohibitions on awards to persons in service of the state</i>	<i>Accept that the Employer is prohibited to award a Tender to a person -</i> <i>a) who is in the service of the state; or</i> <i>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>"In the service of the state" means to be –</i> <i>i) a member of –</i> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <i>ii) a member of the board of directors of any municipal entity;</i> <i>iii) an official of any municipality or municipal entity;</i> <i>iv) an employee of any national or provincial department, national or</i> <i>v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>vi) a member of the accounting authority of any national or provincial public entity;</i> <i>vii) an employee of Parliament or a provincial legislature."</i> <i>In order to give effect to the above, the questionnaire for the declaration of interests in the Tender of persons in service of state in Section T2.1 must be completed."</i>
F.3.9 F.3.9.3	Arithmetical errors	Replace the contents of the clause 3.9.3 with the following: <i>"Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:</i> <i>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</i> <i>b) If a bill of quantities or pricing schedules applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the <u>rate shall govern and the line item total shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the</i>

Reference to relevant clauses in Standard conditions of Tender	Addition or variation to Standard conditions of Tender	
		<i>unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</i> <i>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals."</i>
F.3.11	Evaluation of Tenders	The Tenderer's notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Midvaal Local Municipality and the Standard Conditions as contained in the CIDB Standard for Uniformity in Construction Procurement.
F.3.11.1	General	The Tender evaluation method to evaluate all responsive Tender offers will be Method 2 as per 3.11.5 of the Standard Conditions of Tender, where. $T_{EV} = N_{FO} + N_P$ Where: N_{FO} is the number of tender evaluation points awarded for the financial offer – maximum 80 points N_P is the number of tender evaluation points awarded for preferences claimed - maximum 20 points The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is: 1. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or 2. 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000. The procedure for the evaluation of responsive tenders is Method 2 The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is 80 where the financial value inclusive of VAT of all responsive tenders received have a value not more than R50, 000, 000.00. Up to 20 tender evaluation points will be awarded to Tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed. The formula to be used to calculate the points for price is as follows: $\text{Formula A: } N_p = 80 \times \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ N_p = Points scored for comparative price of bid/offer under consideration P_t = Comparative price of bid under consideration P_{min} = Comparative price of lowest acceptable bid/offer

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender																																																																		
		In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below: <table><tr><th>GOAL</th><th colspan="2">WEIGHT</th><th>REQUIRED PROOF</th><th colspan="2">SUBMITTED (TICK)</th></tr><tr><td rowspan="4">Local Enterprise (10 points)</td><td colspan="2">10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality</td><td rowspan="4">☐ Rates and Taxes statement in the name of the business, or that of its director(s); OR ☐ Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa).</td><td>Yes</td><td>No</td></tr><tr><td colspan="2">5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction</td><td></td><td></td></tr><tr><td colspan="2">3 Points, if the business operates outside the Sedibeng jurisdiction</td><td></td><td></td></tr><tr><td colspan="2">0 points for non-submission</td><td></td><td></td></tr><tr><td rowspan="8">B-BBEE Status (10 points)</td><td>Status Contributor</td><td>Points</td><td rowspan="8">B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited institution registered with SANAS; OR a valid sworn affidavit, as issued by the DTIC</td><td></td><td></td></tr><tr><td>1</td><td>10</td><td></td><td></td></tr><tr><td>2</td><td>8</td><td></td><td></td></tr><tr><td>3</td><td>6</td><td></td><td></td></tr><tr><td>4</td><td>5</td><td></td><td></td></tr><tr><td>5</td><td>4</td><td></td><td></td></tr><tr><td>6</td><td>3</td><td></td><td></td></tr><tr><td>7</td><td>2</td><td></td><td></td></tr><tr><td></td><td>8</td><td>1</td><td></td><td></td></tr></table>				GOAL	WEIGHT		REQUIRED PROOF	SUBMITTED (TICK)		Local Enterprise (10 points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality		☐ Rates and Taxes statement in the name of the business, or that of its director(s); OR ☐ Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa).	Yes	No	5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction				3 Points, if the business operates outside the Sedibeng jurisdiction				0 points for non-submission				B-BBEE Status (10 points)	Status Contributor	Points	B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited institution registered with SANAS; OR a valid sworn affidavit, as issued by the DTIC			1	10			2	8			3	6			4	5			5	4			6	3			7	2				8	1		
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F.3.11.2	Scoring Functionality	Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Schedules is to be inserted under the returnable schedule. Tenderers will have to achieve a minimum score of 66 points out of 100 for their technical proposals and also meet the minimum requirements as per section c of the EVALUATION SCHEDULE FOR FUNCTIONALITY, before their financial proposals and BBBEE status are evaluated. This is required so that there is a level of comfort that the tenderer can deliver the project with the required professionalism and quality. The Technical/Functionality Evaluation Task Team will be established to determine the following: Whether or not the Bidder understood the brief in terms of project specifications. • The Contractor’s relevant experience for the assignment. • The contractor has relevant personnel with adequate experience and																																																																		

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender		
		The contractor meets the minimum requirements in terms of plant and equipment, (Annexure A) No alteration of technical/functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked to tenderers for clarification needed to evaluate their proposals, but tenderers will not be permitted to change the substance or price of their bids after tender opening. Requests for clarification and the tenderer's responses will be made in writing. No interviews will be conducted in this regard. Prospective contractors may be invited for a presentation as and when the employer sees it necessary. Please note that this is not an indication of a possible appointment.		
		CRITERIA FOR FUNCTIONALITY	MINIMUM SCORE	MAXIMUM SCORE
		a) Company Experience	30	40
		b) Key Personnel		
		i) Contract Manager	12	20
		ii) Site Foreman	12	20
		iii) Health and Safety Officer	12	20
		TOTAL POINTS (M_s)	66	100
		$N_Q = W_2 \times S_o / M_s$ Where: N_Q is the score for functionality by the Tenderer; S_o is the score for functionality allocated to the submission under consideration; $M_s = 100$ $W_2 = 100$		

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender	
		Plant and equipment The contractor must demonstrate that they meet the minimum requirements in terms of plant and equipment, (Annexure A) Tenderers will have to achieve a minimum score of 66 points out of 100 on their technical proposals and also meet the minimum requirements as per section c of the EVALUATION SCHEDULE FOR FUNCTIONALITY, before their financial proposals and BBBEE status are evaluated.	
		EVALUATION SCHEDULE FOR FUNCTIONALITY (No)	
		a) COMPANY EXPERIENCE (40 points) The experience of the Tenderer in sewer maintenance and conditions in relation to the required service as described in the scope of work over the last 10 years will be evaluated from the date of tender closing. The value of each project should be a minimum of R1 000 000.00 for it to be recognised and, should clearly be stated on the appointment letter and the corresponding completion certificate. References may be contacted to determine if the project/s was delivered according to the clients' expectations. If it is found during evaluation that any of the information provided is untrue the tender will be disqualified, further if after award that any of the information provided is untrue the Contract will be terminated. Tenderers who score less than 66 points Technical/Functionality points will not be considered further. Over and above the achieving minimum score, the bidder shall be expected to score the minimum required in each scoring category as indicated by "****" in the points allocation table below.	
		The scoring of the Tenderer's experience will be as follows:	
		For the company experience category, a minimum number of 30 points is required for the bid to be evaluated further for other categories. The Tenderer shall attach all necessary documents for evaluation purpose.	
		Very Poor (Score 0)	No appointment letter/completion certificates submitted for sewer reticulation maintenance and construction
		Poor (Score 15)	Tenderer has Successfully completed 1 to 2 construction/maintenance of Sewer reticulation network related projects (excavations/pipes/networks) in the last 10 years. Attach appointment letter and corresponding completion certificate of each project. The value of each

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender		
				project should be a minimum of R1 000 000.00 for it to be recognised.
			Good*** (Score 30)	Tenderer has Successfully completed 3 to 4 construction/maintenance of Sewer reticulation network related projects (excavations/pipes/networks) in the last 10 years Attach appointment letter and corresponding completion certificate of each project. The value of each project should be a minimum of R1 000 000.00 for it to be recognised.
			Very Good (Score 40)	Tenderer has Successfully completed 5 or more construction/maintenance of Sewer reticulation network related projects (excavations/pipes/networks) in the last 10 years. Attach appointment letter and corresponding completion certificate of each project. The value of each project should be a minimum of R1 000 000.00 for it to be recognised.
		b) KEY PERSONNEL (60 points) For each key personnel, Schedule 1.3 must be fully completed and a CV for each key personnel member must be submitted including qualification certificates. Only post graduate experience will be evaluated		
		The scoring of the Tenderer's key personnel will be as follows: The following members of the Project team are required to submit their qualification certificates and CVs in the tender document in returnable Schedule 2.5: DETAILS OF EXPERIENCE OF CONTRACT MANAGER, SITE FOREMAN AND HEALTH & SAFETY OFFICER. Note that all personnel stated at tender stage can only be replaced on site with someone of equivalent or greater experience after approval from the Employer. For each key personnel category, a minimum number of 12 points is required for the bid to be evaluated further for other categories.		
		Points will be allocated in the following manner: <u>Contract Manager (Total points:20):</u> For the Contract Manager, a minimum number of 12 points is required for the bid to be evaluated further for other categories.		

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender											
		<table><tr><td>Scoring</td><td>Contract Manager</td></tr><tr><td>Very Poor (Score 0)</td><td>No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.</td></tr><tr><td>Poor (Score 5)</td><td>NQF Level 6 in Civil Engineering (or Higher) with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.</td></tr><tr><td>Good*** (Score 12)</td><td>NQF Level 6 in Civil Engineering (or Higher) with 3 to less than 5 years experience in sewer construction/sewer maintenance projects.</td></tr><tr><td>Very Good (Score 20)</td><td>NQF Level 6 in Civil Engineering (or Higher) with 5 years and above years' experience in sewer construction/sewer maintenance projects.</td></tr></table>	Scoring	Contract Manager	Very Poor (Score 0)	No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.	Poor (Score 5)	NQF Level 6 in Civil Engineering (or Higher) with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.	Good*** (Score 12)	NQF Level 6 in Civil Engineering (or Higher) with 3 to less than 5 years experience in sewer construction/sewer maintenance projects.	Very Good (Score 20)	NQF Level 6 in Civil Engineering (or Higher) with 5 years and above years' experience in sewer construction/sewer maintenance projects.	
Scoring	Contract Manager												
Very Poor (Score 0)	No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.												
Poor (Score 5)	NQF Level 6 in Civil Engineering (or Higher) with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.												
Good*** (Score 12)	NQF Level 6 in Civil Engineering (or Higher) with 3 to less than 5 years experience in sewer construction/sewer maintenance projects.												
Very Good (Score 20)	NQF Level 6 in Civil Engineering (or Higher) with 5 years and above years' experience in sewer construction/sewer maintenance projects.												
		Site Foreman – (Total points:20): For the Site Foreman, a minimum number of 12 points is required for the bid to be evaluated further for other categories. <table><tr><td>Scoring</td><td>Site Foreman</td></tr><tr><td>Very Poor (Score 0)</td><td>No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.</td></tr><tr><td>Poor (Score 5)</td><td>NQF Level 5 in Civil Engineering with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.</td></tr><tr><td>Good*** (Score 12)</td><td>NQF Level 5 in Civil Engineering with 3 years but less than 6 years experience in sewer construction/sewer maintenance projects.</td></tr><tr><td>Very Good (Score 20)</td><td>NQF Level 5 in Civil Engineering with above 6 years and above years' experience in sewer construction / sewer maintenance projects.</td></tr></table>	Scoring	Site Foreman	Very Poor (Score 0)	No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.	Poor (Score 5)	NQF Level 5 in Civil Engineering with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.	Good*** (Score 12)	NQF Level 5 in Civil Engineering with 3 years but less than 6 years experience in sewer construction/sewer maintenance projects.	Very Good (Score 20)	NQF Level 5 in Civil Engineering with above 6 years and above years' experience in sewer construction / sewer maintenance projects.	
Scoring	Site Foreman												
Very Poor (Score 0)	No relevant qualifications and less than 1 year experience in sewer construction/sewer maintenance.												
Poor (Score 5)	NQF Level 5 in Civil Engineering with 1 to less than 3 years experience in sewer construction/sewer maintenance projects.												
Good*** (Score 12)	NQF Level 5 in Civil Engineering with 3 years but less than 6 years experience in sewer construction/sewer maintenance projects.												
Very Good (Score 20)	NQF Level 5 in Civil Engineering with above 6 years and above years' experience in sewer construction / sewer maintenance projects.												
		Health & Safety Officer – (Total points:20): For the Health & Safety Officer, a minimum number of 12 points is required for the bid to be evaluated further for other categories. <table><tr><td>Scoring</td><td>Health & Safety Officer</td></tr><tr><td>Very Poor</td><td>No qualification with less than 1 year construction experience in construction site safety management.</td></tr></table>	Scoring	Health & Safety Officer	Very Poor	No qualification with less than 1 year construction experience in construction site safety management.							
Scoring	Health & Safety Officer												
Very Poor	No qualification with less than 1 year construction experience in construction site safety management.												

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender									
		<table><tr><td>(Score 0)</td><td></td></tr><tr><td>Poor (Score 5)</td><td>NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 1 year but less than 3 years' experience in construction site safety management.</td></tr><tr><td>Good*** (Score 12)</td><td>Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 3 years but less than 5 years experience in construction site safety management.</td></tr><tr><td>Very Good (Score 20)</td><td>Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 5 years or above experience in construction site safety management.</td></tr></table>	(Score 0)		Poor (Score 5)	NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 1 year but less than 3 years' experience in construction site safety management.	Good*** (Score 12)	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 3 years but less than 5 years experience in construction site safety management.	Very Good (Score 20)	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 5 years or above experience in construction site safety management.	
(Score 0)											
Poor (Score 5)	NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 1 year but less than 3 years' experience in construction site safety management.										
Good*** (Score 12)	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 3 years but less than 5 years experience in construction site safety management.										
Very Good (Score 20)	Bidders to submit NQF level 5 qualification or above in Occupational Health & Safety or Safety Management with 5 years or above experience in construction site safety management.										
		c) PLANT AND EQUIPMENT The bidder must sign a certificate of undertaking to guarantee the availability of the plant and equipment as per Annexure A Failure to comply to the plant and equipment minimum requirements will result in the bid not evaluated further.									
	Scoring Financial Offers	The financial offer will be scored using Formula 2 (OPTION 1) where the value of <i>W₁ equals 80.</i> $P_s = 80 \times \left(1 - \frac{P_t - P_m}{P_m} \right)$ Where <i>P_s</i> = Points scored for price <i>P_m</i> = Lowest acceptable tender <i>P_t</i> = Price of bid under consideration The total points for functionality, price and preference (100) will then be calculated using the preference points system as prescribed in the Midvaal Local Municipality SCM policy contained in this document and summarised in schedule 1.17.									
F.3.13 F.3.13.1	Acceptance of Tender Offer	Tender offers will only be accepted on condition that: a) the tenderers Tax matters are in order with the South African Revenue Services prior to award.									

Reference to relevant clauses in Standard conditions of Tender		Addition or variation to Standard conditions of Tender
		b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
		c) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
		d) the Tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
		e) the Tenderer has not abused the Employer's Supply Chain Management System nor failed to perform on any previous contract; and
		f) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.
F.3.18		The number of paper copies of the signed contract to be provided by the Employer is one (1)

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BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required for tender evaluation purposes (included for completion)

SCHEDULE	DESCRIPTION	PAGE	
1.1	MBD 1 Invitation to Bid	37	Tick if completed and submitted
1.2	Alterations by Tenderer	38	Tick if completed and submitted
1.3	Key Personnel	39	Tick if completed and submitted
1.4	Certificate of Authority for Joint Ventures	40	Tick if completed and submitted
1.5	Specific details of tenderer	41	Tick if completed and submitted
1.6	Schedule of Plant and Equipment	42	Tick if completed and submitted
1.7	Previous experience of tenderer	43	Tick if completed and submitted
1.8	Projected Cash Flow	44	Tick if completed and submitted
1.9	Record of Addenda to Tender Document	45	Tick if completed and submitted
1.10	Compulsory Enterprise Questionnaire	46	Tick if completed and submitted
1.11	Certificate of Attendance of the Site Inspection	48	Tick if completed and submitted
1.12	Authority for Signatory	49	Tick if completed and submitted
1.13	Declaration of Interest (MBD4)	51	Tick if completed and submitted
1.14	Mbd 5 - Declaration for Procurement above R10 million (Vat included)	54	Tick if completed and submitted
1.15	Declaration Certificate for local production and content for designated sectors - mbd 6.2	55	Tick if completed and submitted
1.16	Declaration of bidder's past Supply Chain Management practices – mbd 8	60	Tick if completed and submitted

1.17	Certificate of independent Bid determination (MBD 9)	62	Tick if completed and submitted
1.18	Contract Form-Rendering of services (MBD 7.2)	64	Tick if completed and submitted
1.19	Preference points claim form in terms of the preferential procurement regulation 2017	66	Tick if completed and submitted
1.20	Construction Regulations	72	Tick if completed and submitted
1.21	Tenders Financial standing	74	Tick if completed and submitted

2. Other documents required for tender evaluation purposes (to be attached with submission)

SCHEDULE	DESCRIPTION	PAGE	
2.1	Documents of Incorporation	75	Tick if completed and submitted
2.2	CIDB Grading	76	Tick if completed and submitted
2.3	Joint Venture Agreement	77	Tick if completed and submitted
2.4	CV's of Key Personnel	78	Tick if completed and submitted
2.5	B-BBEE Status level verification certificate	79	Tick if completed and submitted
2.6	Consent and acknowledgments in terms of the protection of personal information act 2013 (popi)	80	Tick if completed and submitted
2.7	Midvaal Local Municipality indemnity	83	Tick if completed and submitted

3. Other documents required for tender evaluation purposes that will also be incorporated into the contract (included for completion)

SCHEDULE	DESCRIPTION	PAGE	
C1.1	Form of Offer and Acceptance	85	Tick if completed and submitted
C1.2	Contract Data (Part 1 & Part 2)	88 & 93	Tick if completed and submitted
C2.2	Schedule of Quantities	98	Tick if completed and submitted

BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

T2.2: RETURNABLE SCHEDULES



SCHEDULE 1.1: MBD 1 – INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:	8/2/2/414(5CE4CEPE) OR HIGHER (2024-2027)	CLOSING DATE:	25 September 2024	CLOSING TIME:	11h00
DESCRIPTION	BID FOR THE MAINTENANCE OF WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED BASIS FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Block A – Ground Floor,					
25 Mitchell Street,					
Meyerton,					
1961					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	MAAA_____
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	ENGINEERING SERVICES	
TELEPHONE NUMBER	016 360 7481		TELEPHONE NUMBER	016 360 7556	
E-MAIL ADDRESS	tenders@midvaa.gov.za		E-MAIL ADDRESS	tenders@midvaa.gov.za	

SCHEDULE 1.2: ALTERATIONS BY TENDERER

Should the Tenderer desire to offer any alternatives and/or alterations with economic or technical advantages to the Employer or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

If no departure or modification is desired, the schedule hereunder is to be marked "NIL", and signed by the tenderer.

[illegible]

Signed Date

Name Position

Tenderer

SCHEDULE 1.3: KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Project Team in sewer construction/maintenance work completed previously. Should the actual members of the Project Team be changed prior or during construction, the client reserves the right to insist on the replacements having a similar amount of experience to the persons they are replacing. Failure to complete this Schedule may result in the Tender not being considered. Please ensure that the CV's of the project team listed herein are provided

CONTRACTS MANAGER				
NAME			NQF LEVEL (Minimum Req. 6)	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE FOREMAN				
NAME			NQF LEVEL (Minimum Req Level 5))	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

HEALTH AND SAFETY OFFICER				
NAME			NQF LEVEL (Minimum Req Level 5)	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE



SCHEDULE 1.4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

Mr. / Ms. ,

authorized signatory of the company, close corporation or partnership

..... ,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution **of** each partner to the Joint Venture shall be appended to Schedule 2.5.

Signed Date

Name Position

Tenderer

SCHEDULE 1.5: SPECIFIC DETAILS OF TENDERER

Tenderer:

Address:

.....

.....

.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Account Holder:

Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Signed

Date

Name

Position

Tenderer

SCHEDULE 1.6: PLANT AND EQUIPMENTS

Tenderers shall state here under that they own or intent to hire -the listed plant and equipment that will be used for this project. Proof of ownership of equipment or intent to hire agreement must be attached. The minimum required are as follows:

EQUIPMENT	QUANTITY	OWN OR RENTAL
TLB	1	
8m3 Honey Sucker	1	
8m3Tipper Truck	1	
8 TON Crane Truck	1	
100 m ³ /hour Mobile sewage pump	1	
ADDITIONAL EQUIPMENTS (PLEASE LIST)		

Signed Date

Name Position

Tenderer

SCHEDULE 1.7: PREVIOUS EXPERIENCE OF TENDERER (REFER TO TENDER DATA)

Tenderers shall furnish hereunder brief details of similar works which they have satisfactorily constructed in the past. Information shall include a description of the Works, the Contract Value and the name of the Employer. A printout of experience may also be attached to this page if preferred.

EMPLOYER, CONTACT PERSON & CONTACT NUMBER	BRIEF DESCRIPTION OF THE WORKS	VALUE	YEAR OF COMPLETION

Signed

Date

Name

Position

Tenderer

SCHEDULE 1.8: PROJECTED CASH FLOW (NOT APPLICABLE)

The Tenderer shall complete the following construction program and determine the projected monthly cash flow according to the planned construction procedures and program.

MONTH	CASH FLOW (R)
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Month 7	
Month 8	
Month 9	
Month 10	
Month 11	

Signed Date

Name Position

Tenderer

SCHEDULE 1.9: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

[illegible]

Signed _____ Date _____

Name Position

Tenderer

SCHEDULE 1.10: COMPULSARY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

--

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

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province

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

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

*insert separate page if necessary

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

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

Signed Date

Name Position

Tenderer

SCHEDULE 1.11: CERTIFICATE OF ATTENDANCE OF THE SITE INSPECTION

I,....., hereby declare that I attended the site inspection / or have visited the site on behalf of

(Delete which is not applicable)

I further certify that I am a full time employee of the company, satisfied with the description of the work and the explanations given by the Engineer (or his representative) and that I perfectly understand the work to be done in the execution of this Contract. I furthermore understand that I take the responsibility to examine the soil profiles and the conditions on site to complete the project according to the tender prices to be submitted for the Contract.

Signed Date
Name Position
Tenderer

Attendance of the above person at the meeting is confirmed by the Employer’s Agent:

Signed Date



SCHEDULE 1.12: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out as below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., Mr/Ms..... acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1. Date :
2. Date :

B. Certificate of Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for the Contractand any contract resulting from it on our behalf.

This authorization is evidence by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

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

As witnesses:

1. Chairman:.....
2. Date :

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnerships as a whole.

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SCHEDULE 1.13: DECLARATION OF INTEREST (MBD 4)

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public

entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ... **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:



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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SCHEDULE 1.14: MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

YES / NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

If yes, furnish particulars.

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If yes, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

If yes, furnish particulars.

CERTIFICATION

**I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS CORRECT.2**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
SIGNATURE

.....
DATE

.....
POSITION NAME OF BIDDER

.....
NAME OF BIDDER



SCHEDULE 1.19: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCAL ENTERPRISE	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of

a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1** In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	10
2	8
3	6

4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



SCHEDULE 1.16 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars: 		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SCHEDULE 1.17: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1.18: CONTRACT FORM - RENDERING OF SERVICES (7.2)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a duly signed lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months		
Municipal services: in arrears for more than 3 months		
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MIDVAAL
LOCAL MUNICIPALITY

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 1993 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

Yes	
No	

- [illegible]

-
-
-

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

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

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

(Tick)

Yes	☐
No	☐

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print:)

2. ID NO:

(Name in Print:)

SCHEDULE 1.21: TENDERER'S FINANCIAL STANDING

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

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

Name of account holder:

.....

Name of Bank: Branch:.....

Account number: Type of account:.....

Telephone number: Facsimile number:.....

Name of contact person (at bank): Bank Rating:

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

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME.....SIGNATURE..... DATE.....

MIDVAAL
LOCAL MUNICIPALITY

SCHEDULE 2.1: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.2: CIDB GRADING

The tenderer must attach to this page a CIDB grading certificate or CIDB application for registration of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach the documentation for each of the joint venture partners.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.3: JOINT VENTURE AGREEMENT

The tenderer must attach to this page the joint venture agreement and CIDB joint venture rating.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.4: CV'S OF KEY PERSONNEL

The tenderer must attach to this page the CV's of his key personnel to be employed on this project.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.5: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

The tenderer must attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof.

NB: MIDVAAL LOCAL MUNICIPALITY CONSIDERS THE FOLLOWING:

- i. **Only one of the three attached Sworn Affidavits (EME/ QSE/ GEN) will be accepted. Affidavits from accounting firms (in the accounting firms' letter head) WILL NOT be accepted.**
- ii. **SANAS accredited B-BBEE certificates.**
- iii. **B-BBEE certificates issued by the DTI via CIPC.**

FAILURE TO PROVIDE ANY ONE OF THE ABOVE-MENTIONED DOCUMENTS WILL RESULT IN NO POINTS BEING AWARDED.

ATTACH DOCUMENT TO THIS PAGE

SCHEDULE 2.6: CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by MLM, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded ;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
 - for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal

information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

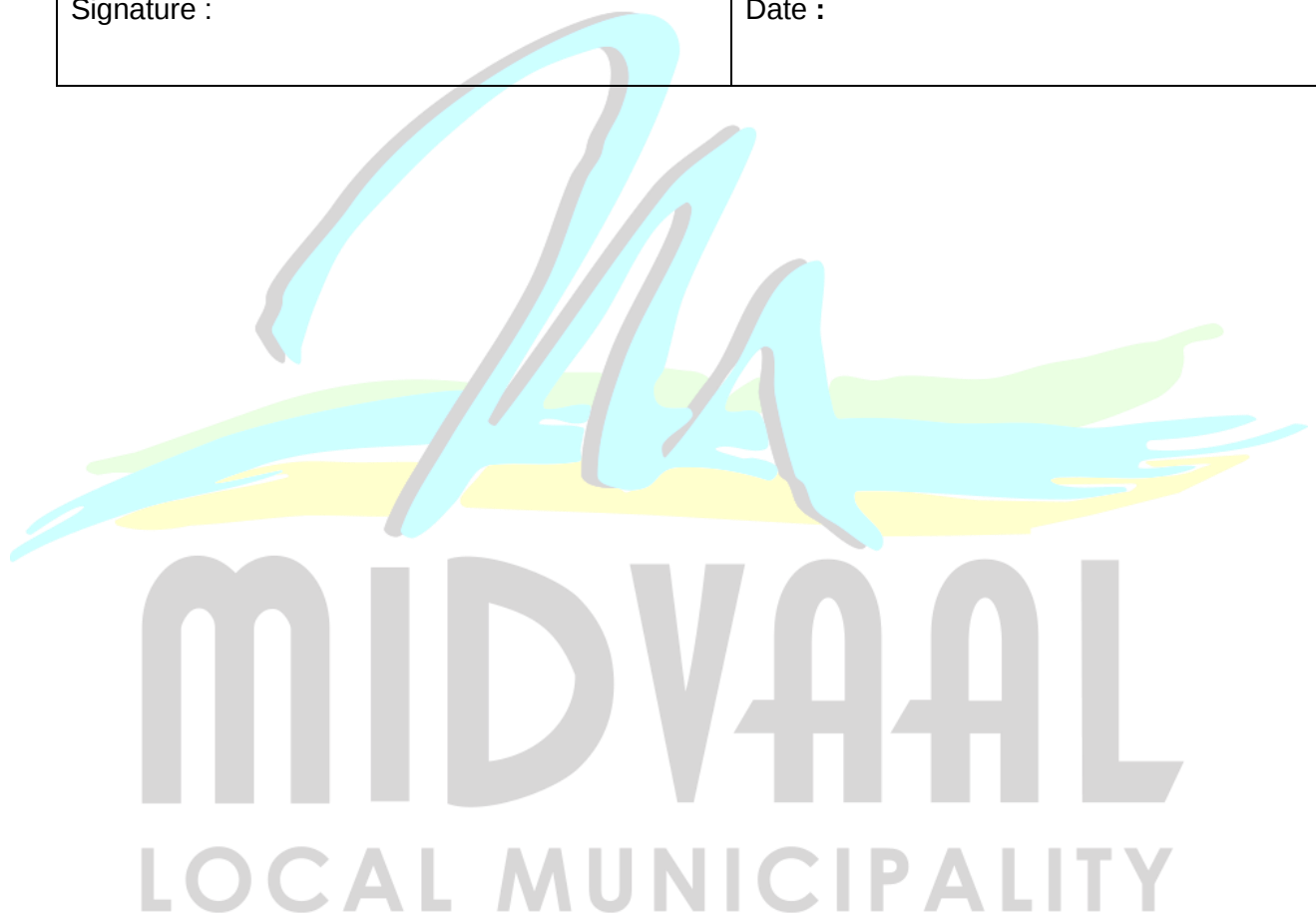
- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual have the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature :

Date :



SCHEDULE 2.7: MIDVAAL LOCAL MUNICIPALITY INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
 - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
 - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
 - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
 - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor's employees or the death of/or injury or sickness or disease to third parties.
 - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
 - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.
 - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
 - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:

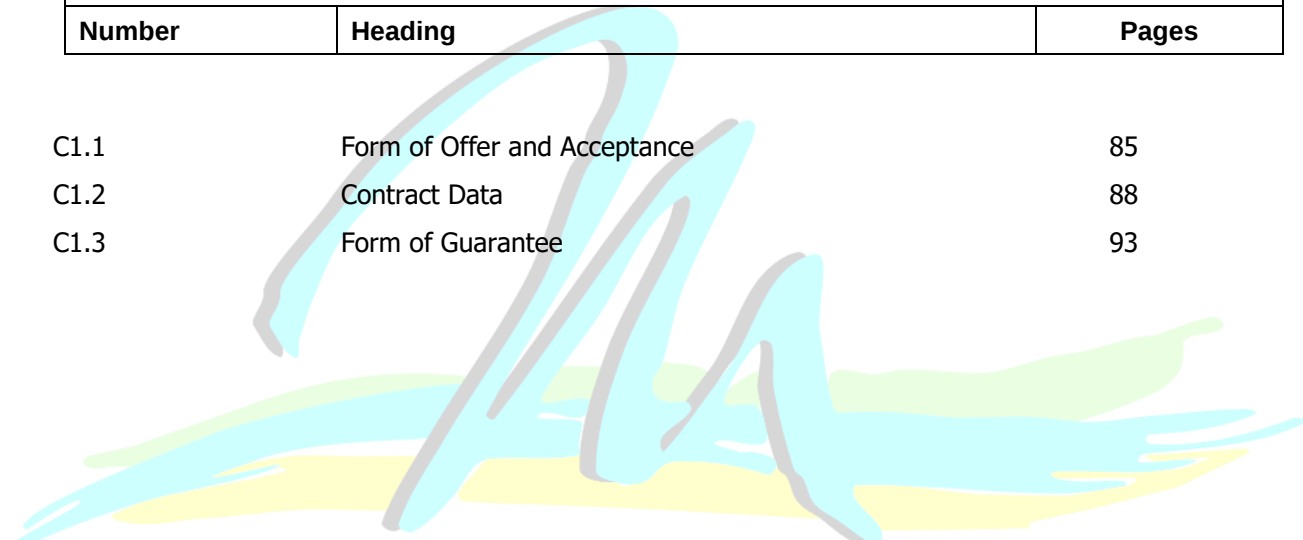
BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

PART C1: AGREEMENT AND CONTRACT DATA

Contents

Number	Heading	Pages
C1.1	Form of Offer and Acceptance	85
C1.2	Contract Data	88
C1.3	Form of Guarantee	93



MIDVAAL
LOCAL MUNICIPALITY

MIDVAAL LOCAL MUNICIPALITY BID 8/2/2/414
BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF
CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN
REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **BID 8/2/2/414 -BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS.**

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

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

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

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

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

For the Tenderer

.....
(Name and address of organization – stamp if available)
Signature Name
Capacity
CIDB registration number Date

Witness

Name
Signature.....Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing data

Part C3 Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorized representative(s) of both parties.

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

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

For the Employer

.....
(Name and address of organization – stamp if available)

Signature

Name

Capacity Date

Witness:

Name

Signature Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer.....

(Name and address of organization – stamp if available)

Signature.....Name.....

Capacity

For the Employer

.....

(Name and address of organization – stamp if available)

Signature.....Name

Capacity

BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C1.2: CONTRACT DATA (Part1)

The General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering, are applicable to this contract and forms part of this contract agreement. The Contract Data shall have precedence over the General Conditions of Contract for Construction Works in any instance where there might be a form of ambiguity between these two documents.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel. 011 805 5947 or e-mail civilinfo@saice.org)

Part 1: Contract Data completed by the Employer

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of **12 Months**, measured from the date of the Certificate(s) of Completion for each project carried out under this term appointment.

Clause 1.1.1.14: Due Completion Date

Before each project carried out under this term appointment is commenced, the Time for Completion for such project shall be agreed with the Employer. If agreement cannot be reached on the Time for Completion for such project, the Employer reserves the right not to pursue such project under this term appointment or with the Contractor appointed under this term appointment. The date for achieving Practical Completion for each project carried out under this term appointment will be calculated from the Commencement Date by adding the agreed Time for Completion.

Clause 1.1.1.15: Employer

The **Employer** is **Midvaal Local Municipality**, represented by Executive **Director: Engineering Services** or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Engineer

The **Engineer**, referred to in the documents, is Director: Water and Sanitation or an official authorised thereto in writing.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurable.

Clause 1.1.1.28: Scope of Work

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

1.1.1.35 "Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

Clause 1.2.1.2: Notices

The name of the Employer is: **Midvaal Local Municipality**

The address of the Employer is:
No. 25 Mitchell Street,
Meyerton, 1961
Midvaal

Clause 1.3.5: Contractor's Copyright

Add the following to Clause 1.3.5:

No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer's Approval Required

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.
3. Suspend the progress of the works in terms of Clause 5.11.1.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within **14 days** of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

The Contractor/s shall commence executing the Works within **14 working days** after receiving official purchase order.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.5.1: Time for Practical Completion – Planned Maintenance

All Works under this term appointment shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works – Planned Maintenance

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are the days falling in the year-end break and all gazetted public holidays falling outside the year end break.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.13 Penalty for delay

The contractor is liable to pay one (01%) percent of the contract amount/ Purchase Order (PO) for every day that lapses between the Due Completion date and the actual practical Completion, including special non-working days. The maximum penalty shall be twenty (20%) after which the PO might be cancelled. Upon cancellation of the Purchase Order (PO) the contractor is required reinstate the site to its original state. NO COMPENSATION FOR WORK DONE PRIOR TO CANCELLATION WILL BE MADE TO THE CONTRACTOR UPON TERMINATION OF PURCHASE ORDER

Clause 6.6: Adjustment to General Items

Add the following to Clause 6.6.1.2.1

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

The Contract Price adjustment shall be applicable only for items that are governed by CPI.

Clause 6.8.3: Variation in Cost of Special Materials

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

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage of materials on site payable but not yet built into the Permanent Works will be 0% (zero percent) of the original supplier invoice.

Clause 6.10.3: Retention Money

The percentage retention is 10% of the certified work done (excluding VAT).

The limit of retention money is 10% of the certified work done (excluding VAT).

Clause 6.10.5: Payment of Retention Money – Planned Maintenance

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Employer’s Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer’s Agent ..” and replace with the words “.. the full limit of retention money shall be held until the defects liability period has lapsed. ”

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is not permitted.

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R500 000.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover “wet risks” because works will be in the existing sewer lines, manholes and sewer pump stations.

Clause 8.6.6: Proof of Payment

Add the following:

The Contractor shall within **14 days** of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10: Claims and Disputes

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

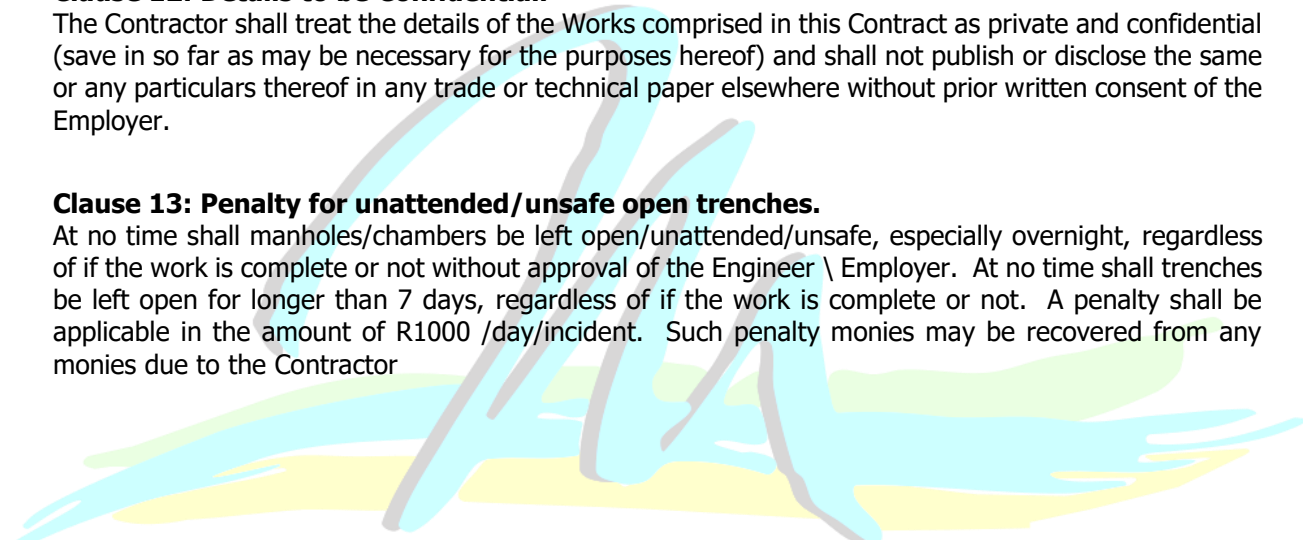
The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential.

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer.

Clause 13: Penalty for unattended/unsafe open trenches.

At no time shall manholes/chambers be left open/unattended/unsafe, especially overnight, regardless of if the work is complete or not without approval of the Engineer \ Employer. At no time shall trenches be left open for longer than 7 days, regardless of if the work is complete or not. A penalty shall be applicable in the amount of R1000 /day/incident. Such penalty monies may be recovered from any monies due to the Contractor

The logo features a stylized graphic of a person in a dynamic pose, rendered in shades of blue and green, set against a yellow and light blue background. Below this graphic, the word "MIDVAAL" is written in large, bold, grey capital letters, and "LOCAL MUNICIPALITY" is written in smaller, grey capital letters underneath.

MIDVAAL
LOCAL MUNICIPALITY

BID 8/2/2/414

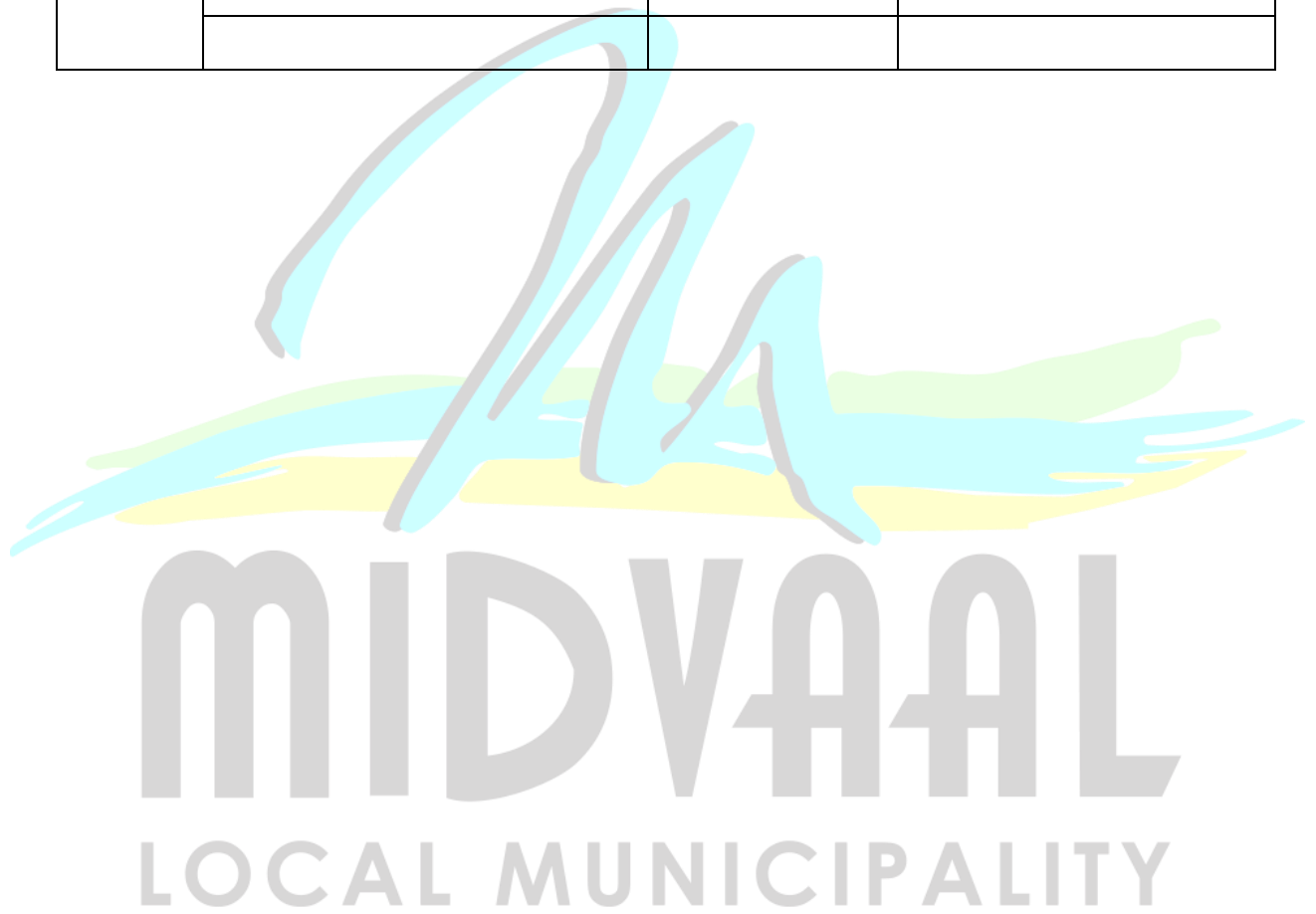
BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C1.2: CONTRACT DATA (Part2)

Part 2: Contract Data completed by the Contractor

Clause	Description
1.1.14	The name of the Contractor is.....
1.2.2	The address of the contractor for the delivery of notices is: Postal Address or deliveries by hand to Physical Address or fax to The banking details of the contractor is: Bank name Account No. Branch Code Type of account
37.2.2.3	The percentage allowances to cover all overhead charges are%
42.1	The whole of the Works shall be completed by 30 th June 2027.
46.3	The variation in cost of special materials is:

	Type of Material	Unit	Rate or Price



BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C1.3: FORM OF GUARANTEE

PRO FORMA:

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employee" means: MIDVAAL LOCAL MUNICIPALITY

"Contractor" means:

"Engineer" means: MIDVAAL LOCAL MUNICIPALITY represented by the Executive Director: Engineering Services or a delegate.

"Works" means: BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

"Site" means: ALL AREAS WHERE CONSTRUCTION ACTIVITIES WILL TAKE PLACE TO COMPLETE THE CONTRACT

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means: This guarantee shall remain in full force and effect **until the issue of the Certificate of Completion in terms of the Contract**, unless we are advised in writing by the Employer before the issue of the said certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

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

Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C2.1: PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standard Specifications for Civil Engineering Construction referred to in the Scope of Work or Bill of Quantities, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardized specifications". The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, *General*.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
ℓ	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganeutron
MN.m	=	meganeutron-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work,

and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

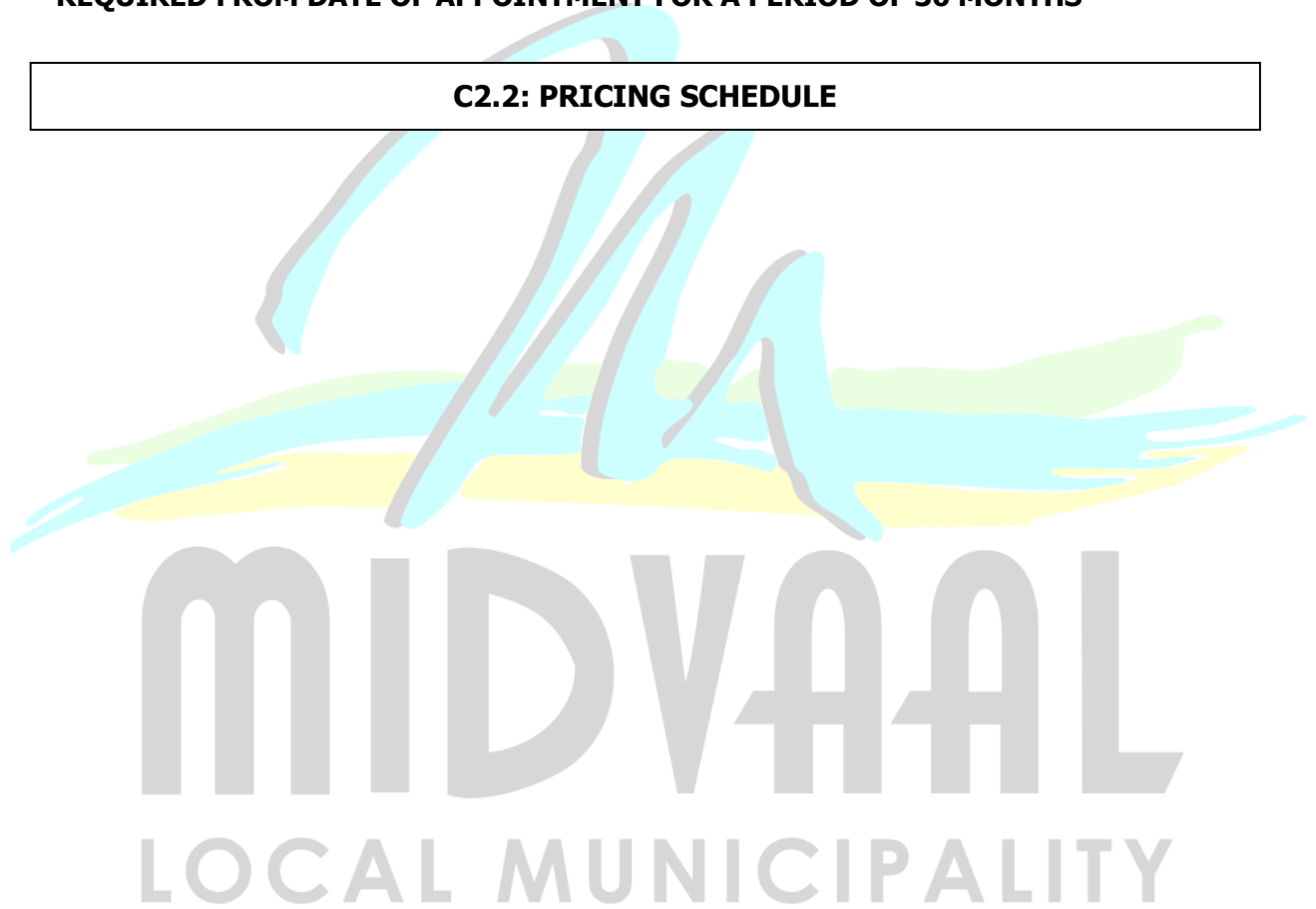
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items 7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardized Specifications.
12. The rate for EPWP workers in the Midvaal Local municipality is a minimum of R160 per day and this minimum can rise annually.

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BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C2.2: PRICING SCHEDULE





SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 A	PRELIMINARY AND GENERAL				
1,1	A 8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements, facilities required by Contractor, general responsibilities, site establishment and removal thereof on completion for projects up to the following values: (before adding P & G's)				
1.1.1.1		Allow for fixed charges in % (the value of fixed charges to be calculated based on the percentage of the value of work issued	%	R50 000		
1,2	A 8.4	TIME-RELATED ITEMS				
	8.4.1	Contractual Requirements				
1.2.1		Allow for time related charges in % (the value of time related charges to be calculated based on the percentage of the value of work issued	%	R50 000		
1,3	A 8.5	SUMS STATED PROVISIONALLY BY ENGINEER	%			
1.3.1	8.5.b	Survey of streets and replacement of al boundary pegs at end of construction as well as the preparation and submission of as built drawings including longitudinal section	% of the value of work issued	R50 000		
1.3.2		Overheads, Profit & Charges on Items 1.3.1 above	%	1		
1.3.3		Professional Fees Design	% of the value of work issued	R50 000		
1.3.4		Overheads, Profit & Charges on Items 1.3.3 above	%	1		
1,4	A 8.8	TEMPORARY WORKS				
1.4.1	8.8.2	Accommodation of Traffic, temporary traffic signs and maintenance of the streets during the construction period.	Per day	1		
1.4.2	8.8.4	Expose of and protection of unknown existing services encountered during the contract.	Per day	1		
1,5		PROVISION OF STANDBY SERVICES				

	SANS 1200 A	Providing Standby Services: Only on instruction by Engineer During Normal Working Days, Christmas to New Year Break and Applicable Public Holidays or any special non-working days (Saturday & Sunday) Maintaining or Repairing any Section of Work Covered by this Contract (Foreman, Plumber and 2 general workers) Complete with qualified staff with all necessary transport, tools, materials on 24-hour standby to rectify any problem that may occur inside or outside the normal working hours.				
1.5.1		Mondays to Fridays: Normal working hours	p/d	1		
1.5.2		Mondays to Fridays: Outside normal working hours	p/d	1		
1.5.3		Special non-working days: Saturday	p/d	1		
1.5.4		Special non-working days: Sunday/public holiday	p/d	1		
1.5.5		Overheads, charges & profit on items no. 1.5.1 to 1.5.4 above	%			
1,6	A 8.9	OCCUPATIONAL HEALTH AND SAFETY MEASURES				
1.6.1	8.9.3	Compilation of Occupational health and Safety File and submit general safety plan for projects over 3 years period	Sum	1		
1.6.2	8.9.3	Allow for Safety officer and maintenance of Health and Safety File.	month	1		
TOTAL FOR SECTION 1: PRELIMINARY AND GENERAL CARRIED TO SUMMARY						

SECTION 2: SITE CLEARANCE AND EARTHWORKS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 C, D	SITE CLEARANCE AND EARTHWORKS				
2,1	C	SITE CLEARANCE				
2.1.1	C 8.2.1	Clear street reserves and other areas, remove bushes and debris to the spoil site. Overhaul shall not be applicable	m	1		
2.1.2	C 8.2.1	Clear and grub (2.5m wide strip) for pipeline routes.	m	1		
2.1.3	C 8.2.5	Dismantle, stack and reinstate fences. It will be required from the contractor to photograph all fences prior to the dismantling it.	m	1		
2.1.4		Remove, stack and reinstate 60 mm paving	m ²	1		
2.1.5		Remove, stack and reinstate 80 mm paving	m ²	1		
2.1.6		Cut, haul, and reinstate asphalt paving	m ²	1		
2,2	D	EXCAVATION				
2.2.1	D 8.3.8.1c	Excavation by hand in all material to expose unknown services.	m ³	1		
TOTAL FOR SECTION 2: SITE CLEARANCE AND EARTHWORKS CARRIED TO SUMMARY						

SECTION 3: EARTHWORKS: PIPE TRENCHES (SEWER)(P1)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS1200 DB, LB	EARTHWORKS				
3,1	DB	EXCAVATION				
	8.3.2a	Excavation of sewer trenches in all materials, 800mm wide, backfill and compact according to DB 8.3.2, including shoring of excavated trenches and barricading of trenches				
3.1.1		Up to 1.0m	m	1		
3.1.2		Over 1.0m and up to 2.0m	m	1		
3.1.3		Over 2.0m and up to 3.0m	m	1		
3.1.4		Over 3.0m and up to 4.0m	m	1		
3.1.7		Over 4.0m and up to 5.0m	m	1		
3.1.8		Over 5.0m and up to 6.0m	m	1		
3.1.9		Over 6.0m and up to 7.0m	m	1		
3.1.10	8.3.2a	Excavation sewer yard connections for newly laid sewer lines in all materials, 710mm wide, backfill and compact according to DB 8.3.2, including shoring and barricading of excavated trenches	m	1		
3.1.11	DB 8.3.2(b)	Extra over items 3.1.1 to 3.1.10 for hard rock excavation	m ³	1		
3.1.12	8.3.3.1	Make up deficiency in backfill from borrow pit, sand excavations or sewer pipe commercial sources for sewer pipe trenches (No additional payment for overhaul)	m ³	1		
		SERVICES THAT INTERSECT A TRENCH				
3.1.18	8.3.5a	All types and sizes of water pipelines	No	1		
3.1.19		All sewer pipes	No	1		
3.1.20		LV Electrical cables	No	1		
3.1.21		HV Electrical cables	No	1		
3.1.22		Telkom cables	No	1		
3.1.23		Existing surfaced roads	No	1		
3.1.24		Telkom and electricity poles	No	1		
		SERVICES THAT ADJOIN A TRENCH				
3.1.25	8.3.5b	All types water pipelines of any size	m	1		
3.1.26		All sewer pipes	m	1		
3.1.27		LV Electrical cables	m	1		
3.1.28		HV Electrical cables	m	1		
3.1.29		Telkom cables	m	1		
3.1.30		Telkom and electricity poles	m	1		
SUB TOTAL CARRIED FORWARD						

SECTION 3: EARTHWORKS: PIPE TRENCHES (SEWER)(P2)

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
	PS LB	SELECTED BEDDING AND BACKFILL				
3.2		SEWER				
3.2.1	8.2.2.3	Import or re-use and compact 100mm selected granular material from commercial sources (or clean sifted sand from excavations or stockpile) for bedding material beneath sewer pipelines at given levels. The rate must include trench bottom finishing and no payment for haul shall be applicable for:	m ³	1		
3.2.2	8.2.2.3	Import or re-use and compact selected granular material from commercial sources (or clean sifted sand from stockpile or excavations) as 300mm blanket cover material on top of sewer pipelines.	m ³	1		
	SANS 1200 GA	CONCRETE (SMALL WORKS)				
	GA 8.4.1	Supply and casting of prescribed concrete mixture, including the excavations, shutters, backfill, compaction and finishing for the following				
3.2.3		20MPa/19mm concrete for anchor or thrust blocks or manhole benching	m ³	1		
TOTAL FOR SECTION 3: EARTHWORKS: PIPE TRENCHES (SEWER) (P1 & P2) CARRIED TO SUMMARY						

MIDVAAL
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SECTION 4: SEWER NETWORK

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 LD	SEWER NETWORK				
4,1		PIPE LAYING				
		uPVC pipes				
	8.2.1	Supply, lay, test, bed and backfill the following sewer pipes complete with couplings				
4.1.1		630mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.2		560mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.3		500mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.4		450mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.5		400mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.6		355mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.7		315mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.8		250mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.9		200mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.10		160mm diameter uPVC pipe with smooth inner and outer wall (400kPa)	m	1		
4.1.11		110mm diameter uPVC pipe with smooth inner and outer wall (400kPa) for house erf connections	m	1		
		HDPE pipes				
4.1.12		630mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.13		560mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.14		500mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.15		450mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.16		400mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.17		355mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		

4.1.18		315mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5))	m	1		
4.1.19		250mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.20		200mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.21		160mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
4.1.22		110mm diameter HDPE pipes with smooth inner and outer wall (PN 2.5)	m	1		
		Mild Steel pipes				
4.1.23		300mm diameter HDPE lined internally or epoxy lined with a minimum thickness of 300 micrometres corrosion protected steel pipe	m	1		
4.1.24		250mm diameter HDPE lined internally or epoxy lined with a minimum thickness of 300 micrometres corrosion protected steel pipe	m	1		
4.1.25		200mm diameter HDPE lined internally or epoxy lined with a minimum thickness of 300 micrometres corrosion protected steel pipe	m	1		
4.1.26		150mm diameter HDPE lined internally or epoxy lined with a minimum thickness of 300 micrometres corrosion protected steel pipe	m	1		
4.1.27		100mm diameter HDPE lined internally or epoxy lined with a minimum thickness of 300 micrometres corrosion protected steel pipe	m	1		
		HORIZONTAL DRILLING				
		Drill and lay sewer pipes across /under any road at any depth up to 7m including scanning of existing services and excavation and backfilling of pits. (all pipe material)				
4.1.12		110mm diameter	m	1		
4.1.13		160mm diameter	m	1		
4.1.14		200mm diameter	m	1		
4.1.15		250mm diameter	m	1		
4.1.16		315mm diameter	m	1		
4.1.17		400mm diameter	m	1		
4.1.18		450mm diameter	m	1		
4.1.19		500mm diameter	m	1		
4.1.20		560mm diameter	m	1		
4.1.21		630mm diameter	m	1		
4,2	LD	ERF CONNECTIONS				

	8.2.6	Supply fit, test, bed and backfill the following fittings with couplings for erf connections				
4.2.1		315mm x 110mm x 45° uPVC junctions	No	1		
4.2.2		250mm x 110mm x 45° uPVC junctions	No	1		
4.2.3		200mm x 110mm x 45° uPVC junctions	No	1		
4.2.4		160mm x 110mm x 45° uPVC junctions	No	1		
4.2.5		110mm x 110mm x 45° uPVC junctions	No	1		
4.2.6		110mm diameter End Cap	No	1		
4.2.7		110mm x 45° uPVC bends	No	1		
4.2.8		Connecting to existing 110mm house connections, Item to include material and labour.	No	1		
4,3	LD	MANHOLES				
	8.2.3	Excavate & backfill (measured elsewhere), construct 1m dia. precast manholes complete with step irons, heavy duty concrete lid and frame including concrete floor and benching for the following:				
4.3.1		0 to 1m deep	No	1		
4.3.2		1m to 2m deep	No	1		
4.3.3		2m to 3m deep	No	1		
4.3.4		3m to 4m deep	No	1		
4.3.5		4m to 5m deep	No	1		
4.3.6		5m to 6m deep	No	1		
4.3.7		6m to 7m deep	No	1		
4.3.8	LD 8.2.11	Excavate, backfill and connect new sewer network to the existing network. (all sizes)	No	1		
4,4		Drainage material				
		Supply and place (including compaction)				
4.4.1		13 mm concrete stones	m ³	1		
4.4.2		19 mm concrete stones	m ³	1		
4,5		Cement				
4.5.1		Supply 1 x 50kg 42.5N cement	bag	1		
4,6		Paving Bricks				
		Supply and lay (including compaction and bedding material)				
		60 mm thick paving bricks	m ²	1		
		80 mm thick paving bricks	m ²	1		
4,7		Cold Asphalt				
4.7.1		Supply and place (complete with compaction) of cold asphalt	kg	1		

		TOTALFOR SECTION 4: SEWER NETWORK CARRIED TO SUMMARY	
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SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	SITE CLEARANCE AND EARTHWORKS	
3	EARTHWORKS: PIPE TRENCHES(SEWER) (P1 + P2)	
4	SEWER NETWORK	
SUB-TOTAL 1		
15% VAT		
GRAND TOTAL		



BID 8/2/2/414

**BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING
ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN
REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS**

C2.3: DAYWORK SCHEDULE

C2.3.1 GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5.1.1 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

C2.3.2 LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. The extra allowance applicable on labour costs listed below, is stated in the Contract Data (Part 2) and must not be included in this list.

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

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

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Pipe layer	hour	
Ganger	hour	
Foreman/Section leader	hour	
Brick layer	hour	
Plumber	hour	

C2.3.3 EQUIPMENT AND MATERIAL COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

DESCRIPTION	UNIT	RATE
EQUIPMENT		
1. Excavators • Mini/Compact excavator (< 6 ton) • Midi Excavator (6-10 ton) • Standard Excavator (10 – 45 ton) • Large Excavator (>45 ton)	hour hour hour hour	
2. Trucks • 4 ton truck • 8 ton truck • 10 ton truck • 16 ton truck	hour hour hour hour	
3. Water truck (litres specified) • 8 000 litres • 10 000 litres • 12 000 litres • 18 000 litres	hour hour hour hour	
4. Crane truck (tons specified) • 8 ton • 10 ton • 16 ton • 30 ton	hour hour hour hour	
5. Front-end loaders • Small (below 3 cubic metres), • Medium (4 to 5 cubic metres) • Large (15 to 30 cubic metres)	hour hour hour	
6. Underground drilling Machine (Size specified) • 75 mm bore • 95 mm bore • 130 mm bore • 180 mm bore • 250 mm bore	hour hour hour hour hour	
7. Compactors • 100kg Rammer (petrol) • 125 kg Plate compactor (petrol) • Ride_on vibrating drum 3 ton (Diesel) • Ride_on vibrating drum 10 ton (Diesel)	hour hour hour hour	
8. Mobile Pumps • 50 m3/hour mobile sewage pump • 100 m3/hour mobile sewage pump • 150 m3/hour mobile sewage pump	hour hour hour	

DESCRIPTION	UNIT	RATE
•	hour	
9. Jetting/Vacuum Trucks • 150 bar pressure • 250 bars pressure	hour hour	
10. Other equipment	hour hour hour hour	
MATERIAL		
Mark up on any other material supplied (The original invoice shall be provided as proof of purchase). NB: A minimum of three quotations must be submitted for approval before procurement	%	

SIGNATURE OF TENDERER

DATE

ON BEHALF OF COMPANY

MIDVAAL
LOCAL MUNICIPALITY

BID 8/2/2/414

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C3: PROJECT SCOPE AND SPECIFICATIONS

1. PROJECT SCOPE

The project entails the maintenance of water-borne sewer network including Erf connections in Midvaal Local Municipality.

A summary of the works to be executed are as follows:

The construction of sewer network consisting out of:

- 630mm diameter 400kPa uPVC pipelines
- 560mm diameter 400kPa uPVC pipelines
- 500mm diameter 400kPa uPVC pipelines
- 450mm diameter 400kPa uPVC pipelines
- 400mm diameter 400kPa uPVC pipelines
- 355mm diameter 400kPa uPVC pipelines
- 315mm diameter 400kPa uPVC pipelines
- 250mm diameter 400kPa uPVC pipelines
- 200mm diameter 400kPa uPVC pipelines
- 160mm diameter 400kPa uPVC pipelines

Erf connections to different sites in Midvaal Local Municipality consisting out of:

- 110mm diameter 400kPa uPVC pipeline to proposed 160, 200, 250 and 300mm diameter main sewer main lines within streets reserves.

All sewer infrastructure is equipped of precast manholes not further than 80 meters apart and at all intersections and deflections of the pipeline with concrete benching and cover lids. It is envisaged that most road crossing will have to be conducted through horizontal directional drilling on asphalt roads and open trench on gravel roads.

All the work will be executed and measured according to SANS (SANS) 1200.

2. SPECIFICATIONS

PS 3 SITE FACILITIES AVAILABLE

PS 3.1 WATER SUPPLY

Water is available near the sites but the Contractor has to make the necessary arrangements with Midvaal Local Municipality regarding the water supply connection. The water has to be metered and paid for by the contractor.

PS 3.2 ELECTRICITY SUPPLY

The Contractor will have to make his own arrangements regarding electricity if needed or can make the necessary arrangements with Midvaal Local Municipality where applicable but its not for free.

PS 3.3 LOCATION OF CAMP AND DEPOTS

The contractor must arrange with Midvaal Local Municipality for an appropriate site that can be used for the Contractor's site office and camp.

PS 3.4 HEALTH & SAFETY

The contractor has to make the necessary arrangements to comply with the Occupational Health and Safety Act. This includes all the registrations required and the appointment of a qualified safety officer on site.

PS 4 FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1 EXISTING SERVICES

It may be possible to cross existing water, sewer, and electrical services during construction of possible pipeline routes. The Contractor must liaise with all services owners before any excavation begins, as the responsibility remains with the Contractor to detect and protect the existing services.

The Contractor must also apply for necessary wayleaves in all cases including third party way leave applications with institutions like Rand water, Optic Fibre companies etc.

PS 4.2 BORROW PITS

No borrow pits

PS 4.3 SURVEY BEACONS

The Contractor will be held responsible for the cost of replacing, by a registered land surveyor, any boundary pegs or survey beacons which have been disturbed during his operations on site. Where the displacement of a peg is unavoidable, approval must be obtained from the Engineer stating that the disturbance is necessary. The contract will include a once off resurvey/replacement of all pegs on site.

PS 4.4 SITE CLEARING

All maintenance work completed shall be neatly finished off and left without any rubble. Payment will be withheld if the engineer or client is not satisfied with the site clearing at the end of the project.

PS 4.5 WATER FOR CONSTRUCTION PURPOSES

Water for construction purposes must be arranged with Midvaal Local Municipality but it is not for free.

PS 4.6 **SAFETY REGULATIONS**

The Occupational Health and Safety Act (Act 85 of 1993) will substitute the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983). The contractor shall apply construction methods that comply with the OHS Act (Construction Regulations 2014).

PS 4.7 **EXCAVATIONS**

The contractor must take note that due to the sandy soil in some parts of the area where construction/maintenance will take place, the side walls of trenches and other excavations might collapse. No additional payment will be made for this widening of trenches and the contractor must allow for it in the normal excavation rates in the bill of quantities. The contractor must also allow for over breakage in rock excavations in the normal excavations rates.

PS 4.8 **HORIZONTAL DRILLING**

The Contractor shall maintain control of site operations at all times. The Contractor has ultimate responsibility for site safety, the environment, quality workmanship and the satisfactory completion of the work as authorised under the Contract.

PS 4.8.1 **Site Setup**

The Contractor is to set the drill entry and exit sites (pits) up in accordance with the approved site layout drawings which as a minimum must cover the following key aspects:

- Temporary access;
- Perimeter fencing in the allowed location;
- Site topsoil stockpile complete with erosion and sediment control;
- Entry and exit points;
- Pedestrian walkways and appropriate exclusion zones around cranes or moving plant;
- Equipment locations and movement zones;
- Any underground or overhead power lines and the appropriate exclusion zone;
- Shaft / pit locations;
- Traffic guidance systems.

The Contractor shall follow the site layout submitted to the Principal. Any changes to site layout are to be documented and approved by the EMPLOYER.

PS 4.8.2 **Existing Services**

All existing services shall be located prior to works commencing in accordance with the requirements of the contract.

Existing services location and pot holing shall be included and detailed in the relevant ITP (Inspection Test Plan) with hold points. The contractor shall also produce a procedure for locating existing services.

PS 4.8.3 **Dilapidation Reports**

The Contractor is responsible for all pre-construction and post-construction property assessments. These assessments shall be a means of determining whether, and to what extent, damage has resulted from the Contractor's operations during the Works. Any damage identified shall be made good at the Contractor's expense.

As a minimum the dilapidation reports shall capture:

- All work sites and any surrounding area likely to be impacted by the construction activities, including heavy vehicle traffic;
- A minimum distance of 3x the depth of any excavation measured perpendicular to its perimeter;
- Any area within the settlement trough or zone of influence as defined by the Contractor's prediction of ground settlement;
- The report must capture the condition of all aspects of the natural and built environment within the nominated areas, including but not limited to inside buildings, public utilities and plant, roadways and landscaping.

The Contractor shall be responsible to identify any critical structures relevant within 10m or less proximity of proposed HDD works. Critical Structures shall represent a hold point in the Contractor's relevant ITP. Critical structures shall include but not limited to:

- Bridges;
- Tunnels;
- Buildings and foundations;
- Infrastructure assets and associated structures.

PS 4.8.4 **General Earthworks**

As a minimum all excavations will be backfilled and compacted to 95% Standard Compaction (AS1289.5). Landscaping will be restored to its original condition. At the end of the works, temporary shaft(s), pit(s) and all other temporary structures are to be removed to a level of 1.5m below finished site surface level. All HDD spoil, slurry and drilling fluids shall be disposed of by the Contractor to approved sites.

PS 4.8.5 **Drilling and Pipe Installation**

a) Drilling Water

Unless otherwise noted in the Project Specific Specification the contractor shall be responsible for the supply, transport and storing of water required for drilling and hydrostatic testing.

b) Pipe Welding and Jointing - General

Butt welds are to be used for all pipe joints of all pipe materials that are pulled through the HDD alignment. Other methods of jointing including electrofusion, clamped or proprietary bell/spigot type joints are not permitted without written approval from the Engineer.

Pipe specifications, weld procedures and welder qualifications are to be provided to the Engineer for approval prior to procurement of any materials or commencement of the works.

Pipe handling shall be only carried out by certified lifting plant and equipment. Care shall be taken with pipe rollers ensuring that they are fit for purpose, in good working order and positioned correctly for the intended task.

c) Pipe Welding and Jointing – HDPE Pipe

Jointing of HDPE pipes is to be conducted in accordance with Specification

HDPE welding is to be conducted only by pre-qualified welders. HDPE butt welding quality checks are to be completed in accordance with Specification

d) Pipe Welding and Jointing – PVC Pipe

PVC pipe is to meet the material specifications required by the referenced standards and be of the fusible type, supplied with a manufacturer's recommendation for butt fusion welding.

e) Pipe Welding and Jointing – Steel Casing

To provide extra stability to the borehole, or as a requirement of a third party, steel casing may be used.

The steel pipe is to be welded by certified welders pre-qualified to undertake the weld procedure for structural welds.

The yield strength and wall thickness of steel casing is to be chosen by the Contractor to take into account the buckling, bending and tensile forces that it will be subjected to during installation.

The Contractor is to verify that there is no weld slag left internally at the joints that will damage the carrier pipes during installation.

f) Pipe Welding and Jointing – Pipe Stringing

The carrier and / or casing pipes, if possible, shall be strung out and welded in one (1) long string at a location to facilitate ease of insertion into the borehole. All precautions shall be taken to ensure the pipe string is protected from damage.

If multiple strings are required, based on constraints of the site, a golden weld procedure shall be submitted and heightened criteria applied to ensure minimisation of potential risks.

Pipe rollers if utilised shall be positioned correctly to ensure pipe is not damaged and fit for purpose.

g) Drilling Fluid Management

The Contractor is to use drilling fluid to efficiently support the borehole and carry the cuttings away in solution to the surface. The drilling fluid is to be water-based bentonite or polymer that is environmentally safe and conforms to the relevant legislation.

All chemical fluid additives are to be inert to the environment and the Contractor is to maintain an up to date chemical register and have SDS documents available onsite.

The Contractor is to provide a Fluid Management procedure which shall include but not limited to:

- i. Drilling Fluid program.
- ii. Management of cuttings including volume on site, specialised site storage.
- iii. Management of drilling fluid displacement during pullback (expected volumes per time, proposed storage).
- iv. Safety Data Sheet(s).

If the Contractor proposes to use a separation system, it must be adequately sized to handle the throughput of the drilling fluid. The separation system must be complete with screens and hydro cyclones to separate the solids from liquid. If required, the Contractor is to provide a centrifuge to further separate the solids from liquids.

In the event that a drilling fluid hydro fracture occurs, the Contractor shall cease drilling and notify the Engineer.

The contractor shall have a contingency plan in place in the advent that a hydro fracture of drilling fluid occurs. The contingency plan shall address the following:

- Responsibilities;
- Monitoring;
- Emergency response procedures;
- Equipment available for containment control and clean up;
- Proposed methods for clean-up; and
- Procedure for continuation of drilling.

Drilling fluids and drill spoils shall be disposed off-site to an approved location. Details of the nominated disposal site are to be submitted to the Engineer for approval.

All relevant legislation shall be adhered to.

h) Drilling, Reaming, Conditioning

The Contractor will incrementally perform drilling tasks to prepare the bore hole for the pipe pull. The process should follow the following stages:

- Drill and steer the pilot hole along the approved alignment;
- Ream the pilot hole out to the specified diameter per the Contractor's design and guide shown in Table 9.
- Condition and clean the borehole until the Contractor and the Engineer is satisfied that the hole is clean and ready for the casing pipe pull.

i) 5.6.9 Pilot Hole

In the event that the pilot does deviate from the bore path by more than the requirements of Table 10. The Contractor shall notify the Engineer and the Engineer may require the Contractor to pull-back and re-drill from the location along the bore path prior to the deviation.

Drill bits are to be in good working order and appropriate to the ground conditions indicated. The Contractor shall provide details on:

- Tooling selection and justification including layout configuration sketch
- Auxiliary equipment and support

j) Reaming

Upon successful completion of pilot hole and acceptance by the superintendent, the Contractor (if required) shall ream the bore hole, using the appropriate HDD tooling, to a size recommended by Table 9 below.

Reaming tools are to be in good working order and appropriate to the ground conditions indicated.

k) Hole Conditioning

Conditioning of the borehole will be conducted when the reaming has been completed. This operation is to remove any excess cuttings still left within the hole and to improve the condition and stability of the borehole and the borehole walls.

Conditioning reaming tools are to be in good working order and appropriate to the ground conditions indicated.

l) Pipe Pullback

At the completion of the hole opening and the hole conditioning, the Contractor will commence the casing/carrier pipe pullback. The pipe pullback is a critical operation, and the following must be controlled by the Contractor:

- If the Contractor's design requires the casing pipe to be filled for a preferred buoyant reaction, then the Contractor is to plan and execute this process seamlessly;
- If the Contractor needs to work continuously during this operation, the Contractor is to seek extended working hours from the Engineer 2 weeks in advance of commencing the operation. Appropriate lighting will need to be provided;
- Measures need to be taken to ensure that the pipe is not damaged during pullback such as the use of pipe rollers / sandbags if required; and
- The Contractor is to plan for the handling, storage and disposal of the displaced drilling fluid during pipe pullback.

The Contractor is required to supply a Pullback plan to include by not limited to:

- Proposed start and finish times;
- Ballast pipe install methodology (if applicable);
- Ballast water volume calculations and supply rate (if applicable);
- Ballast water storage (if applicable);
- Displacement of drill fluid calculations;
- Truck movements;
- Approved dumping locations;
- Resources required; and

In the event that pipe becomes stuck, the Contractor will cease pulling operations to allow any potential hydro-lock to subside and will then recommence pulling operations. If the pipe remains stuck, the Contractor will notify the Engineer.

m) Pipe Damage

Inspection of the pipe exterior "scored" condition shall be undertaken prior to pullback operations taking place and on completion of the pullback operation.

The pipe shall be pulled at least 3m clear of the entry pit location so that the condition of the pipe can be visually inspected.

When there is any indication that the installed pipe has sustained damage, the Contractor shall stop all work, notify the Engineer and investigate the damage. The Engineer is allowed up to 72 hours to approve or determine if the pipe installation is not in compliance with the specifications.

Product pipe damage greater than 10% wall thickness shall be replaced. Replaced sections shall be subject to pressure testing requirements and actions taken to resolve occurrence from repeating.

n) Tracer Wire

For any installations involving HDPE or fusible PVC pipe, a continuous tracer wire is to be installed with the pipe when it is inserted into the borehole.

o) Drill Pipe

The Contractor is to supply drill pipe that is in good condition. The drill pipe is to be operated according to the manufacturer's guidelines. The Contractor is to ensure that the drill pipe conforms to its allowable bending radius at all times.

p) Bottom Hole Assembly (BHA)

The Contractor must use fit for purpose downhole equipment. The equipment must be supported by the manufacturers or local agents. All downhole equipment must be accompanied with service records/reports and proofs that it is in good working order and any threaded joints are torqued to the appropriate makeup torque.

Pulling heads and swivels should be designed to a maximum operating tensile load with an appropriate factor of safety. These limitations are to be provided to the Engineer via a manufacturers or approved agent's report.

The Contractor shall supply details on the down hole tooling assembly per profile (pilot, reaming, cleaning, and conditioning) with relevant tooling capacity and operating hours.

The Contractor shall include a hold point in the relevant ITP for document submission of the proposed tooling and BHA's.

q) Grouting

Unless nominated in the design, annulus grouting is required. The following elements of the grouting procedure must be assessed:

- Surface settlement;

- Grouting pressure shall not exceed P_{max} and any pressure limitation on the carrier pipe;
- Pipe buckling from ground and hydrostatic loads;
- Drill path erosion and drainage;
- Resistivity;
- Heat transfer;
- Floatation; and
- Permanent operation.

The Contractor is to provide a grouting procedure of the annulus between the casing pipe and the carrier pipe for approval. A cementitious material should be used.

Grouting mix design shall be appropriate for the specific pipe materials and site conditions and shall be approved by the Engineer.

The Contractor shall consider a specialist grouting contractor prior to works or justify that personnel on site have the relevant experience and knowledge to perform the grouting.

r) Pipe Cleaning and Gauging

Pigging and gauging activities shall be submitted as part the Contractors pressure testing procedure.

At the completion of the carrier pipe pull, the carrier pipes are to be pigged and flushed clean. A number of cleaning passes may be required until clean water remains in the carrier pipes. Pig selection shall be relevant to the pipeline material and confirmed with a pig supplier and/or manufacturer. Cleaning acceptance criteria shall be $\leq 10\text{mm}$ dust penetration with a low density foam pig for a maximum length of 2km. For sections exceeding 2km an agreed value between Employer and the Contractor is to be established.

Cleaning pigs shall be numbered, logged, condition noted, and comments surrounding debris removed. Any pigging near residents or the general public shall be controlled to ensure material exiting the pipeline is controlled and does not impact the surrounding area. Silencers shall be used when appropriate.

When pigging with compressed air, gauges shall be used at both ends with constant communication between launching and receiving ends. No tools shall be used on the pipeline until both ends of the pipeline have confirmed the gauges read 0kPa.

The gauging pig is to be sized to the internal diameter of each carrier pipe according to the project specific specification. The Contractor is to complete this work and use a fit for purpose cleaning pig and gauging pig. The gauge plate shall be a minimum 3mm thick, 95% of the internal diameter, segmented and shall be free of defects once received. Location of the gauge plate on the gauging pig is to be at the Contractors discretion. Gauge plate material shall not be able to damage the parent material of the pipeline.

s) Alignment Tolerances

The HDD bore path must follow the approved designed alignment and conform to the allowable tolerances depicted in Table A below unless otherwise detailed in the Project Specific Specification.

The alignment shall be constructed on the project specific centre lines and agreed to by the EMPLOYER.

Table A: Horizontal Directional Drilling Tolerances

Horizontal Directional Drilling Alignment Tolerance	Allowable Deviation
Horizontal from Designed Alignment	± 300mm
Vertical from Designed Alignment	± 300mm
Gradient (including entry angle and exit angle)	± 3%
Horizontal Tolerance from Planned Surface Exit	0.5m

PS 4.8.6 Survey

Construction control points shall be established sufficiently far away from the work so as not to be affected by ground movement caused by the construction operations. Such control points shall be checked regularly against permanent benchmarks to ensure the accuracy of the HDD construction is not compromised by ground movement.

5.7.1 Borehole Alignment

Depending on the length, depth, topography and characteristics of the proposed crossing/s, the Contractor shall adopt one of either walkover, wireline or gyro HDD survey methodologies to guide the borehole along the designed alignment. The proposed methodology and procedure is to be submitted as per the requirements above.

At least one (1) reading per drill rod is required during the drilling of the pilot hole, registering inclination, heading, length, depth and the orientation of the bent sub. This information shall be recorded on the steering log and be available for inspection of the superintendent as and when required.

The Contractor shall ensure proper calibration of all equipment before commencing directional drilling operation and provide proof of calibration documentation to the Engineer

PS 4.8.7 As-Built

As-built drawings of Horizontal Directional Drilling shall be prepared, certified as to their accuracy and submitted by the Contractor to the Engineer.

The Contractor shall provide the Engineer a complete set of As-Built Plans showing all bores (successful and failed) within 10 calendar days (or at the timeframe nominated within the Project Scope of Works) of completing the work.

The Contractor shall ensure that the plans are dimensionally correct copies of the Contract plans and include roadway plans and profiles, cross-sections, boring locations and subsurface conditions as directed by the Engineer. The plans must show appropriate elevations. As- built plans shall be submitted in CAD (3D DXF/DWG), PDF and hard copy format.

The Contractor shall include bore notes on each plan stating the final bore path diameter, product diameter, composition of any other materials used to fill the annular void between the bore path and the product, or facility placed out of service. If the product is a casing, the size and type of carrier pipe placed within the casing shall be recorded as part of the work.

PS 4.9 "AS BUILT" DRAWINGS AND COMPLETION OF COMMISSIONING FORMS

The contractor shall keep full records of all deviations and amendments to the construction drawings. The completion payment certificate will only be issued to the client when the engineer has received the said drawings. Commissioning forms of all the work must be ticked and completed during commissioning and submitted to the engineer for inclusion in the as built data. As built drawings must include longitudinal sections and shall be submitted in in CAD (3D DXF/DWG), PDF and hard copy format.

PS 4.10 SITE INSTRUCTION BOOK

A site instruction book in triplicate format will be provided by the contractor free of charge.

PS 4.11 BLASTING ON SITE

Any blasting on site shall be conducted by a competent registered blaster. No blasting shall take place after 17:00 or over weekends.

PS 4.12 ACCESS FOR OTHER CONTRACTORS

Not applicable.

PS 4.13 NOTICE FOR SITE INSPECTIONS

Requests for site inspections shall be arranged with the engineer 72 hours in advance.

PS 4.14 COSTS FOR LABORATORY TESTS

The contractor shall make provision in his rates for all tests required to construct the required work with the prescribed specifications. It is the responsibility of the contractor to prove to the engineer by means of the necessary tests that the work constructed conforms to the required specifications.

PS 4.15 DAILY RECORDS

The contractor shall keep a daily record of all site activities including weather, personnel, plant and any other aspects deemed to be of value to contract.

PS 4.16 PAYMENT CERTIFICATES

Payment certificates will be prepared in accordance with Clause 49 of the General Conditions of Contract for Construction Works (2015). Payment certificate will only be

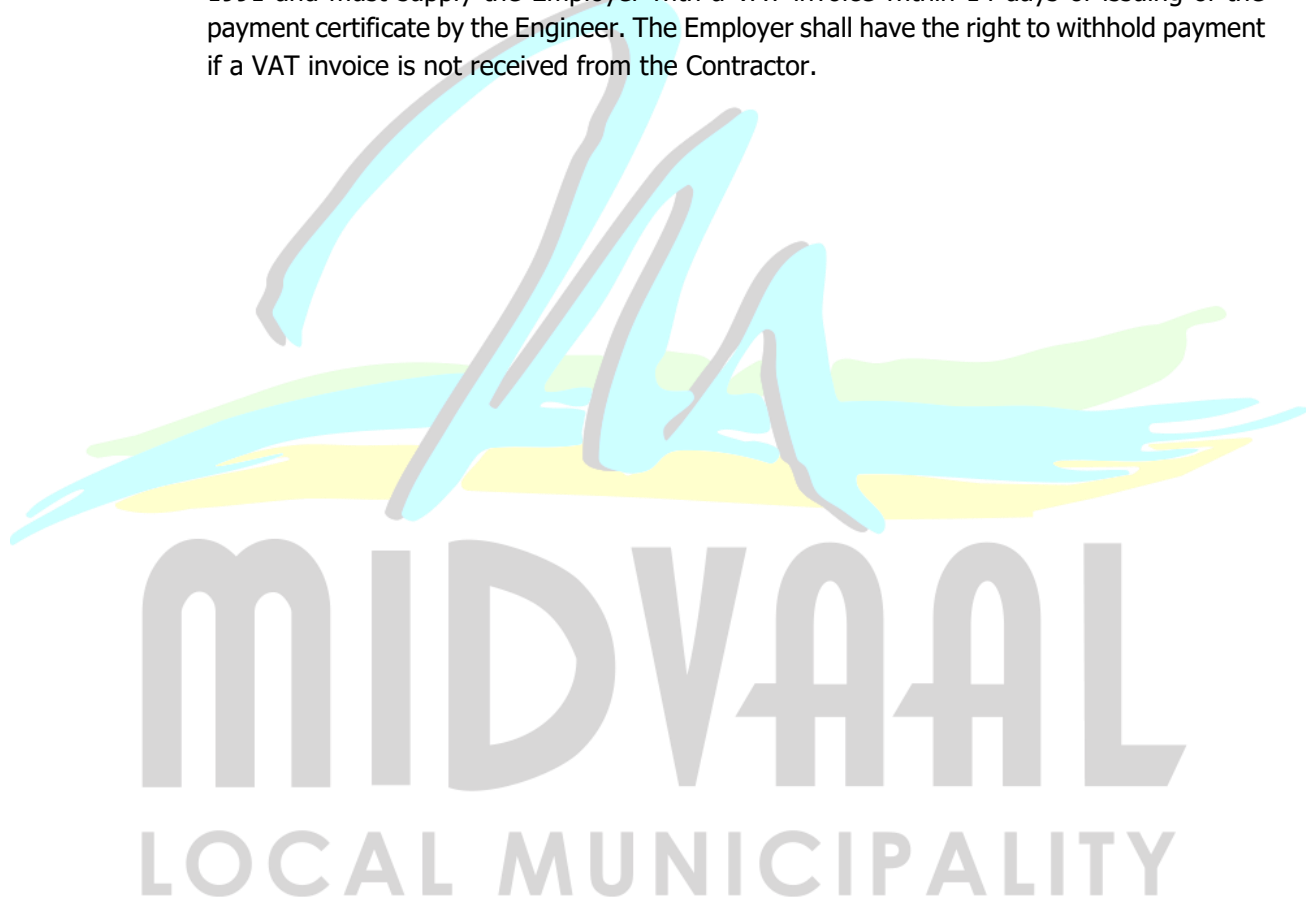
processed on completion of all the works issued in the purchase order and upon submission of all relevant documentation by the Contractor.

PS 5 QUANTITIES

Some of the quantities in the Bill of Quantities are provisional and the Engineer retains the right to change any quantities before awarding the tender, if more accurate quantities become available. These revised quantities shall be entered into the Bill of Quantities and revised amounts calculated according to the original unit rates tendered by the Contractor.

PS 6 VALUE ADDED TAX

The Contractor must be registered as a vendor in terms of the Law on Value Added Tax of 1991 and must supply the Employer with a VAT invoice within 14 days of issuing of the payment certificate by the Engineer. The Employer shall have the right to withhold payment if a VAT invoice is not received from the Contractor.



PS 7**STANDARD SPECIFICATIONS**

The following Standard Specification Section apply to this Contract:

SANS 1200 A	:	1986	General
SANS 1200 C	:	1980	Site Clearance (Amended 1982)
SANS 1200 D	:	1988	Earthworks (Amended 1990)
SANS 1200 DB	:	1989	Earthworks (Pipe Trenches)
SANS 1200 GA	:	1982	Concrete (Small Works)
SANS 1200 LB	:	1983	Bedding (Pipes)
SANS 1200 LD	:	1982	Sewers
SANS 1200 LD	:	1983	Erf Connections (Sewer)



PS A PRELIMINARY AND GENERAL (SANS 1200 A)

PS A 3 MATERIALS

PS A 3.1 QUALITY OF MATERIALS

All materials used in the Works shall bear the SANS Standardized mark.

PS A 4 PLANT

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.3 SCHEDULED FIXED CHARGE AND VALUE RELATED ITEMS

PS A 8.3.2 CONTRACTUAL REQUIREMENTS

For the purpose of this Contract, the Contractor shall supply one amount for providing sureties and insurance as described in the General Conditions of Contract and Special Conditions of Contract and as indicated in the Schedule of Quantities.

These costs must include the cost of preparation supply and maintenance for the period of the Contract and payment will be made on the first payment certificate after the respective requirements have been met.

PS A 8.4 SCHEDULED TIME-RELATED ITEMS

PS A 8.4.1 CONTRACTUAL REQUIREMENTS

PS A 8.4.2 OPERATION AND MAINTENANCE OF FACILITIES ON SITE, SUPERVISION AND OVERHEAD COST

The Contractor must allow in a lump sum for all time-related costs - related to his temporary camp, provision and maintenance of access roads, accommodation of personnel, provision of water and electricity and maintenance of name boards for the duration of the Contract.

The setting out of the Works, supervision and other overhead costs are covered by a separate item.

PS A 8.4.6 STANDING TIME

This rate will only be applicable if the project came to a total standstill due to non-construction activities such as major riots. Minor occurrences of public/community interference shall not qualify for the claiming of these items.

PS A 8.5(b)1.1 SURVEY COSTS

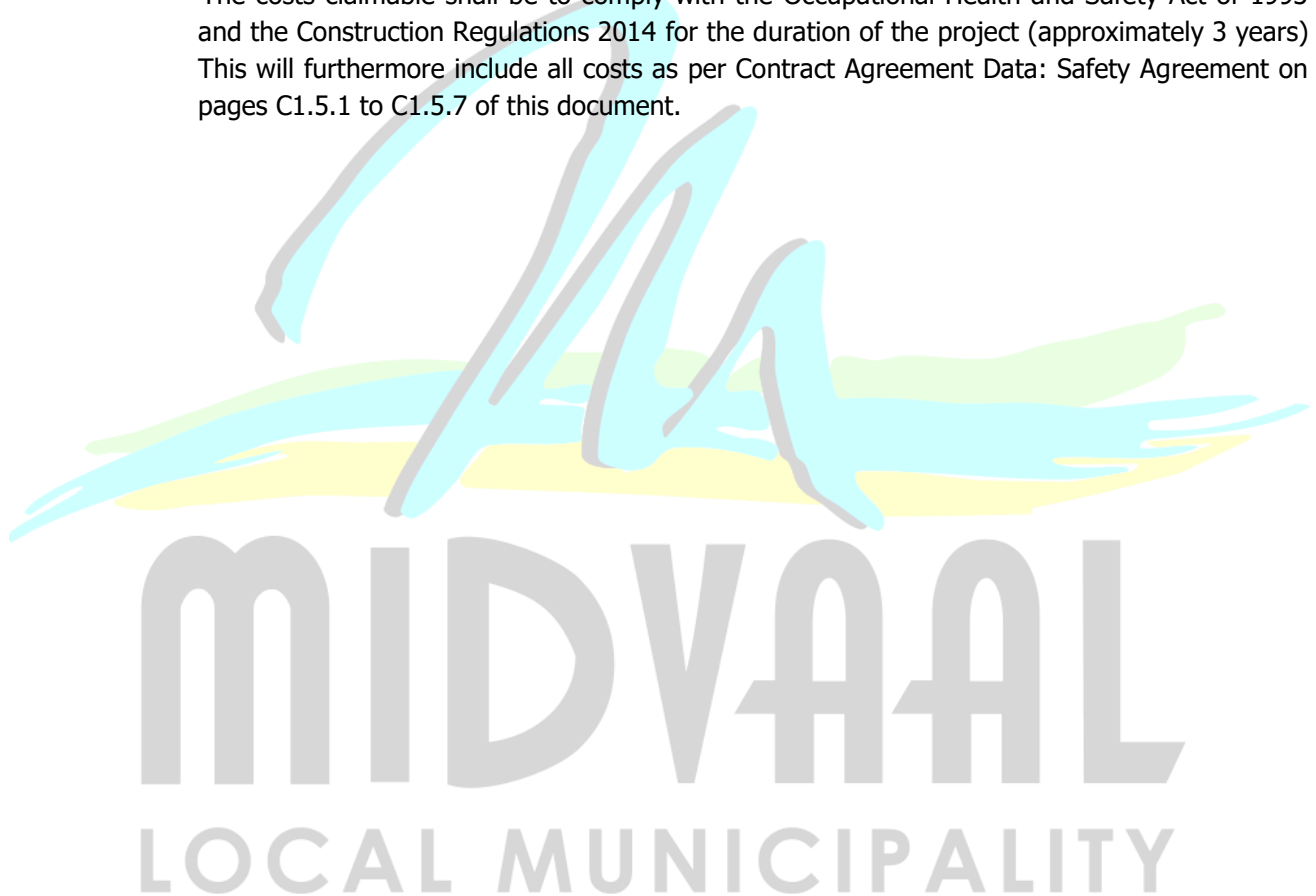
The cost for the staking and levelling off the streets will be included in the contract price and paid for under the contract. The final replacement of the erf boundary pegs will also be required at the end of the contract period.

PS A 8.5(b)3 ADDITIONAL MATERIALS TESTING

The costs for additional materials testing by a commercial laboratory as may be required for the exclusive use by the engineer. This will typically be required for control tests, additional borrow pits, etc.

PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY

The costs claimable shall be to comply with the Occupational Health and Safety Act of 1993 and the Construction Regulations 2014 for the duration of the project (approximately 3 years) This will furthermore include all costs as per Contract Agreement Data: Safety Agreement on pages C1.5.1 to C1.5.7 of this document.



PS C	SITE CLEARANCE (SANS 1200 C)
PS C 5	CONSTRUCTION
PS C 5.2	CUTTING OF TREES
PS C 5.2.3	PRESERVATION OF TREES
PS C 5.2.3.2	Individual Trees The Contractor shall pay a penalty of R5,000 for each Kameeldoring (Acacia Erioloba) tree damaged or removed by him without the written permission of the Engineer and permit issued to do so.
PS C 5.4	GRUBBING Grubbing shall consist of the grubbing out of roots and stumps to a depth of at least 600 mm below cleared surface level.
PS C 8	MEASUREMENT AND PAYMENT
PS C 8.2	SCHEDULED ITEMS
PS C 8.2.1	CLEAR AND GRUB The rate shall also include for compacting the backfilling to cavities formed by de-stumping to 93% MOD AASHTO. For payment purposes the area will be measured in m² or the number of trees removed. The tendered rates will include the removal of all vegetation, structures, trees and fencing except if specifically provided for in the Schedule of Quantities. No additional payment will be made for structures and bigger trees and shrubs. The Engineer retains the right to prescribe whether an area must be cleared or not and with the size of such areas shall be.
PS C 8.2.3	REMOVAL OF ACASIA, PRESOPIS AND OTHER LARGE TREES..... Unit: No The removal of all Camelthorn (Acacia Erioloba) for which a permit is issued and other large trees with trunk girth more than 1.0m will be measured under this item. All trees and bushes with trunk girth less than 1.0m will be covered for under PS C 8.2.1 above.
PS C 8.2.5	TAKE DOWN EXISTING FENCES The cost of taking down existing fences is considered part of clearing and grubbing except if specifically provided for in the Schedule of Quantities.
PS C 8.2.11	ERECTION OF NEW DEVILS FORK PALISADE FENCE The rate tendered must be for the supply and erection of the Devils Fork fence complete with 100mm wide and 200mm deep concrete edge beam underneath where sewer pump stations are required.
PS D	EARTHWORKS (SANS 1200 D)
PS D 3	MATERIALS
PS D 3.1.2	CLASSES OF EXCAVATION

The excavation of materials shall be classified as follows:

- (a) Soft Excavation shall be excavations which are not classified as hard rock in (b) underneath. Intermediate excavation will be paid as soft excavation.
- (b) Hard rock is solid rock present in mass, banks or bands for which the use of explosives would be the normal practical method of excavation or boulders over 0,52 m³ in volume.

If the Contractor chooses to drill, through material other than rock to underlying rock before excavating the trench then the volume of rock, as defined above, will be measured after the excavations have been completed.

PS D 5 CONSTRUCTION

PS D 5.1.2.4 NEGLIGENCE

Where a service is damaged due to the Contractor's negligence, he shall bear the full cost of repairs to the service. These repairs will be carried out by the relevant authority, or at their discretion by the Contractor to satisfaction of the relevant authority.

PS D 5.2.2.1 EXCAVATION FOR STRUCTURES

Should blasting be required to bring the foundations to levels indicated on the drawings or instructed by the Engineer, all loose rock shall be removed by barring wedging and the use of pneumatic tools.

PS D 5.2.3. PLACING AND COMPACTION

Placing and compaction shall be described in the Schedule of Quantities and/or indicated on the Drawings.

PS D 5.2.5 TRANSPORT FOR EARTHWORKS

The transport of all imported material shall be included in the rate for supply, placing and compaction, if required. All surplus excavated material shall be transported to a dumping site approved by the local authority.

The free haul distance for this contract is as follows:

- 1) Transport, dump and spread of any excess or unsuitable material to a site indicated by the Engineer: 2,0 km
- 2) Transport of material from borrow-pits of the Municipality as indicated: unlimited.
- 3) Transport of material from commercial sources: unlimited.

The dumping sites and borrow pits has to be confirmed with the local authority and the Contractor must provide for the above free haul distances in his tariffs.

PS D 8 MEASUREMENT

PS D 8.3.2 EXCAVATION

In addition to the activities listed in these clauses, the rate for excavation shall also cover the cost for leveling out the areas where work is completed to allow local storm water drainage patterns to follow original routes.

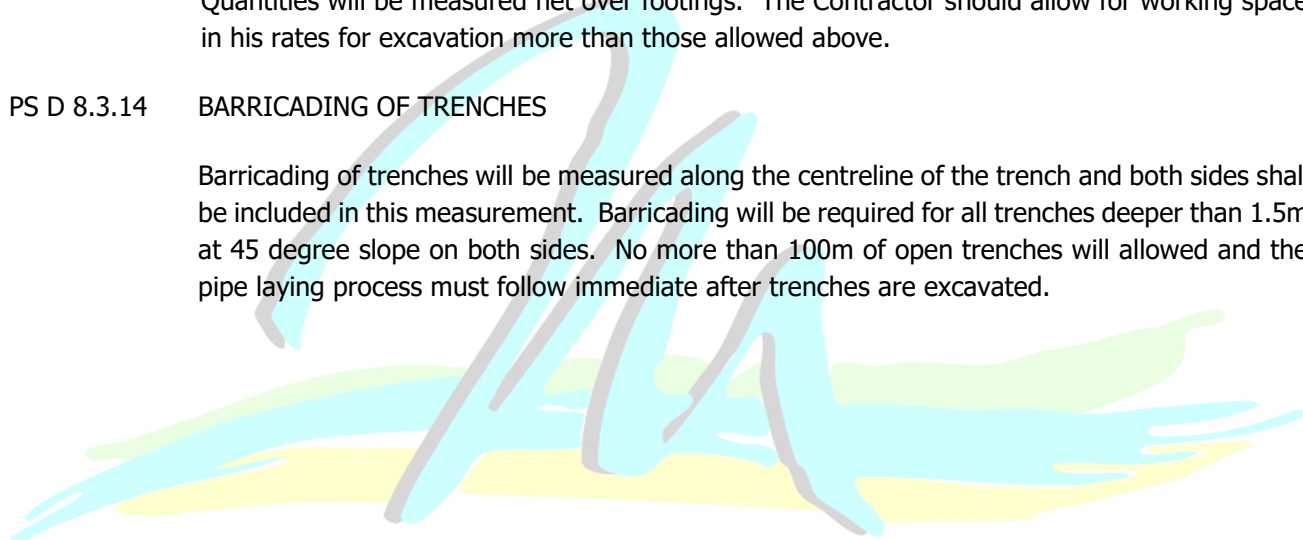
PS D 8.3.5 WORK SPACE AROUND STRUCTURE

Allowance was made in the computation of quantities for 1m working space around vertical underground structures, which will be the size of the ground needs to be compacted under the footings.

Quantities will be measured net over footings. The Contractor should allow for working space in his rates for excavation more than those allowed above.

PS D 8.3.14 BARRICADING OF TRENCHES

Barricading of trenches will be measured along the centreline of the trench and both sides shall be included in this measurement. Barricading will be required for all trenches deeper than 1.5m at 45 degree slope on both sides. No more than 100m of open trenches will allowed and the pipe laying process must follow immediate after trenches are excavated.



MIDVAAL
LOCAL MUNICIPALITY

PS DB EARTHWORKS (PIPE TRENCHES) (SANS 1200 DB)

PS DB 3 MATERIALS

PS DB 3.2 CLASSIFICATION OF EXCAVATION

The classification of excavation for pipe trenches is the same as PSD 3.1.2 namely soft (inclusive of Intermediate) and rock.

PS DB 5 CONSTRUCTION

PS DB 5.1 PRECAUTIONS

PS DB 5.1.3 ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES

The Contractor shall execute the work in such a manner to ensure that public roads, entrances, right of ways, sidewalks and footpaths and that the comfort of house-owners are affected to the minimum. Entrances to buildings and premises shall be arranged by the Contractor at his own expense.

If it is necessary to close a street, the Contractor shall make necessary arrangements in advance with the Engineer and Municipality.

PS DB 5.1.4 EXISTING SERVICES

See PSD 5.1.2.4

PS DB 5.2 MINIMUM BASE WIDTHS

The specified trench width for uPVC pipelines up to 160 mm shall be 760 mm. Pipes with diameters above 160 mm shall have trench widths of the pipe diameter plus 600mm.

Notice must be taken that all trenches shall be barricaded and shored. The side slopes of all trenches deeper than 1.5m must be slanted at 45 degrees in sand conditions and the additional excavations must be included in the tendered price.

Should the Contractor excavate a trench to a width greater than the maximum specified and should the Engineer consider that, as a result of such increased trench width, there is a danger of the pipe being subjected to excessive backfill loads, the cost incurred to rectify the problem will be for the contractor's own account.

The Contractor shall be required to provide such improved bedding condition required in relation to the maximum trench width specified to his own expense.

Should the Contractor carry any excavation to a greater depth than specified, he shall at his own expense replace the excess material so removed with G6 material compacted to 90% MOD AASHTO density or as required by the Engineer.

PS DB 5.4 EXCAVATION

The Contractor will excavate pipe trenches progressively and will not be permitted to pass over hard sections of the excavation to proceed with soft excavation at further points along the trench.

At the discretion of the Engineer the requirements of this Clause may be relaxed as far as any road crossings are concerned.

PS DB 5.5

TRENCH BOTTOM

Trench bottoms shall be excavated 100 mm lower than the pipe bottom in all materials and where the trench bottoms are loosened during excavation, the loose material shall be removed by hand, replaced with approved material and compacted to 90% MOD AASHTO before constructing the bedding.

When the trench bottom is unsuitable due to waterlogged conditions, at the direction of the Engineer, the Contractor shall excavate for and lay a crushed stone mat of minimum thickness 100 mm, the stone having a maximum particle size of 19 mm. Use of 13mm stones is subject to approval by the Engineer.

The bottom of excavations for manholes and head walls in soft ground shall be thoroughly rammed to 90% MOD AASHTO and consolidated at the Contractor's expense, before any concrete is placed.

PS DB 5.6.2

BACKFILLING

Material from excavation shall only be used for main backfilling after approval by the Engineer. Any shortage in backfilling as a result of contaminated material shall be replaced with approved imported material from the quarries pointed out to the Contractor. The Contractor may, after approval by the Engineer, mix imported and excavated material for use as main backfilling.

PS DB 5.6.3

DISPOSAL OF EXCAVATION MATERIALS

Unsuitable and excess material shall be disposed of in areas indicated by the Engineer. Freehaul distance of 15,0 km shall apply if specified in the bill of quantities.

PS DB 5.6.5

DEFICIENCY OF BACKFILL MATERIAL

Where a deficiency of backfill material originates due to backfill material being contaminated due to instructions by the Engineer, the Contractor shall bring in approved material from the quarries indicated to him. Freehaul distance of 15,0 km shall apply if specified in the bill of quantities.

PS DB 5.6.6

COMPLETION OF BACKFILLING

Backfilling around the pipe shall not be allowed to fall more than 250 m behind the pipe laying gang in open country and 100 m through the residential sections.

After the pipes have been laid, no backfilling shall be approved by the Engineer. The Contractor may use his discretion as to whether to backfill around joints before the pipeline is tested and should he decide to backfill the joints, he shall be responsible for the locating of any leaks no extra payment shall be made for any re-excavation and subsequent reinstatement.

LOCAL MUNICIPALITY

PS GA CONCRETE (SMALL WORKS) SANS 1200 GA

PS GA 3.2.1 CEMENT
Ordinary Portland Cement to SANS 471 must be used.

PS GA 5.4.1.5 STRENGTH CONCRETE
25 Mpa Concrete with 19 mm coarse aggregate must be used except where otherwise specified.
Concrete cubes for every day's production will be required and costs for these must be brought into account for the concrete rates supplied.

PS GA 5.4.8 CONCRETE SURFACES
The concrete surfaces shall be finished as shown on the drawings.

PS GA 6.4 PERMISSIBLE DEVIATION
The degree of accuracy II will be applicable.



PS LB BEDDING (PIPES) (SANS 1200 LB)

PS LB 3.4 SELECTION

PS LB 3.4.2 SUITABLE MATERIAL NOT AVAILABLE FROM EXCAVATION

If the material from excavation is not suitable for bedding, suitable material must be imported. The excavated sand material in Midvaal (excluding the topsoil) shall be tested and graded and if acceptable, may be used for the selected bedding, blanket and fill.

PS LB 5.3 PLACING AND COMPACTING

The bedding will be at least 100 mm under the pipe and will then be placed and compacted in layers of 100 mm up to 300 mm above the pipe.

PS LB 8.2 SCHEDULES ITEMS

The bedding will be measured per cubic metre and the tariff must include supply, place and compact. Separate items are provided for bedding and for selected fill blanket for material from excavations and for imported fill.



**PS LD
LD 3 SEWERS (SANS 1200 LD)
 MATERIALS**

PS LD 3.1 PIPES, FITTINGS, AND PIPE JOINTS

PS LD 3.1.5 uPVC PIPES

uPVC smooth walled pipes shall have a hoop stiffness of 400kPa for all gravity mains except for pipe diameters larger than 355mm.

HDPE PIPES

The Pipes shall be the HDPE structured wall with Class and Stiffness Rating of SN8. Type “*Weholite*” or similar approved by the Engineer.

PS LD 3.5 MANHOLES, CHAMBERS, ETC.

PS LD 3.5.2 PRECAST CONCRETE SECTION

Pre-cast concrete manholes with an inside diameter of at least 1 000mm shall be constructed for all manholes up to a depth of 6 metres.

HDPE MANHOLES

HDPE Pipe (structured wall pipe with Class and Stiffness Rating of SN16 – Type “*Weholite*” or similar approved by the Engineer) for manholes with an inside diameter of at least 1 200mm shall be used for manholes. Where the angle between the inlet and outlet of the manhole deviates by more than 45° from the straight or where more than one inlet enter a manhole, the invert level of the outlet shall be minimum 50mm lower than the lowest inlet invert level.

PS LD 3.5.7 STEP IRONS

Step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall consist of polypropylene coated 12 mm high tensile steel, such as Calcamite or similar.

PVC steps shall also be considered but installation must be done strictly according to supplier specifications. The installation of the step irons shall be in accordance with the specification of the manufacturer.

HDPE step irons shall be installed in all manholes deeper than 1,2 m. Step irons shall be manufactured from 300mm diameter HDPE pipe (PN10) as per factory fitted. The installation of the step irons shall be in accordance with the specification of the manufacturer.

PS LD 3.5.8 MANHOLE COVERS AND FRAMES

All manhole covers, lid and frames must be precast concrete complying with the requirements of SANS 1294.

Covers inside the site boundary will be medium duty and all covers in street reserves will be heavy duty complying with SANS 558.

Manhole covers and lids are to be precast concrete. Lids shall be alternative concrete type with an integral galvanized mild steel surround. Where specified manhole covers and frames shall be Type 2A (SANS 558) as amended regardless of whether or not the manholes are subject to traffic loads. (Type Heavy Duty).

PS LD 3.6 **MARKER POSTS**

Marker posts, consisting of a 600 mm length of 110 mm dia uPVC sewer pipe filled with concrete, shall be planted directly above of the end cap at the connection point. The one end of the pipe must extend to 200 mm above the natural ground level and the bottom end of the marker post shall be connected to the end cap with a piece of wire.

LD 5 CONSTRUCTION

LD 5.6 **MANHOLES, INSPECTION CHAMBERS, ETC**

PS LD 5.6.1 GENERAL

Manholes shall be constructed as follows unless otherwise indicated.

1. Final cover levels of manholes in streets and paved areas shall be to the same level as the street or paved area.
2. On sidewalks, lawns and garden areas the cover level shall be 50 mm above the final ground level.
3. In mid-block sewers it shall be 100 mm above ground level.
4. In open areas 150 to 200 mm above natural ground level.

If a manhole is positioned at a low point or in a hollow where storm water infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer.

LD 5.9 **CONNECTING SEWERS**

PS LD 5.9.1 LOCATION AND DETAILS

Erf connections shall be installed at least one meter from and on the lowest end of the premise to be serviced.

All connecting sewers shall be laid at a minimum gradient of 1:60, except where otherwise ordered by the Engineer.

LD 7 TESTS

PS LD 7.1 **GENERAL**

All tests shall be repeated after the completion of backfilling of pipe trenches.

LD 8 MEASUREMENT AND PAYMENT

LD 8.2 **SCHEDULED ITEMS**

PS LD 8.2.3 MANHOLES **Unit : No**

Manhole depth shall be measured as the difference between the invert level and cover level of the manhole.

This cost includes the as-built survey for each manhole. The as-built survey data will include the actual WGS coordinates as well as the cover and inlet level for each manhole.

PS LD 8.2.6 ERF CONNECTIONS **Unit : No**

Erf connections will be measured and paid for according to the actual material installed.

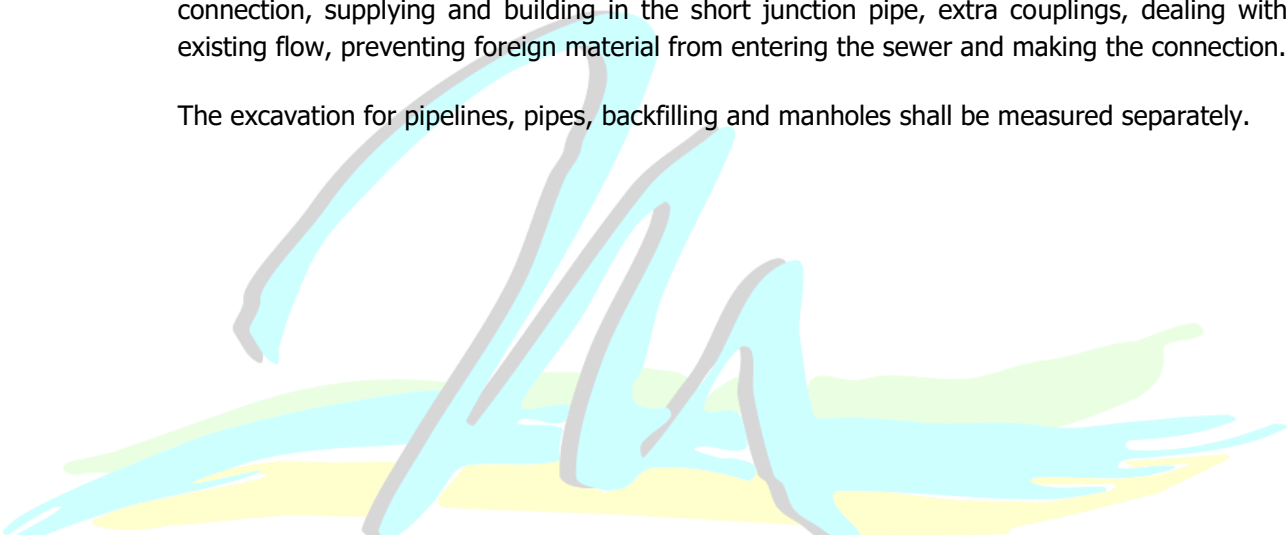
This connection is measured from the connection on the main pipe to the end cap on the site as indicated on the drawings. Included in the rate must be the cost of crossing and reinstating of any fences.

PS LD 8.2.11 CONNECTION TO EXISTING SEWERS **Unit : No**

Items actually installed will be measured and paid for.

The tendered rate shall include full compensation for connecting the proposed pipe, any additional channelling and benching associated with the connection, cutting the pipe to suit the connection, supplying and building in the short junction pipe, extra couplings, dealing with existing flow, preventing foreign material from entering the sewer and making the connection.

The excavation for pipelines, pipes, backfilling and manholes shall be measured separately.



BID 8/2/2/414

BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS

C4: SITE INFORMATION

C4.1 SCOPE

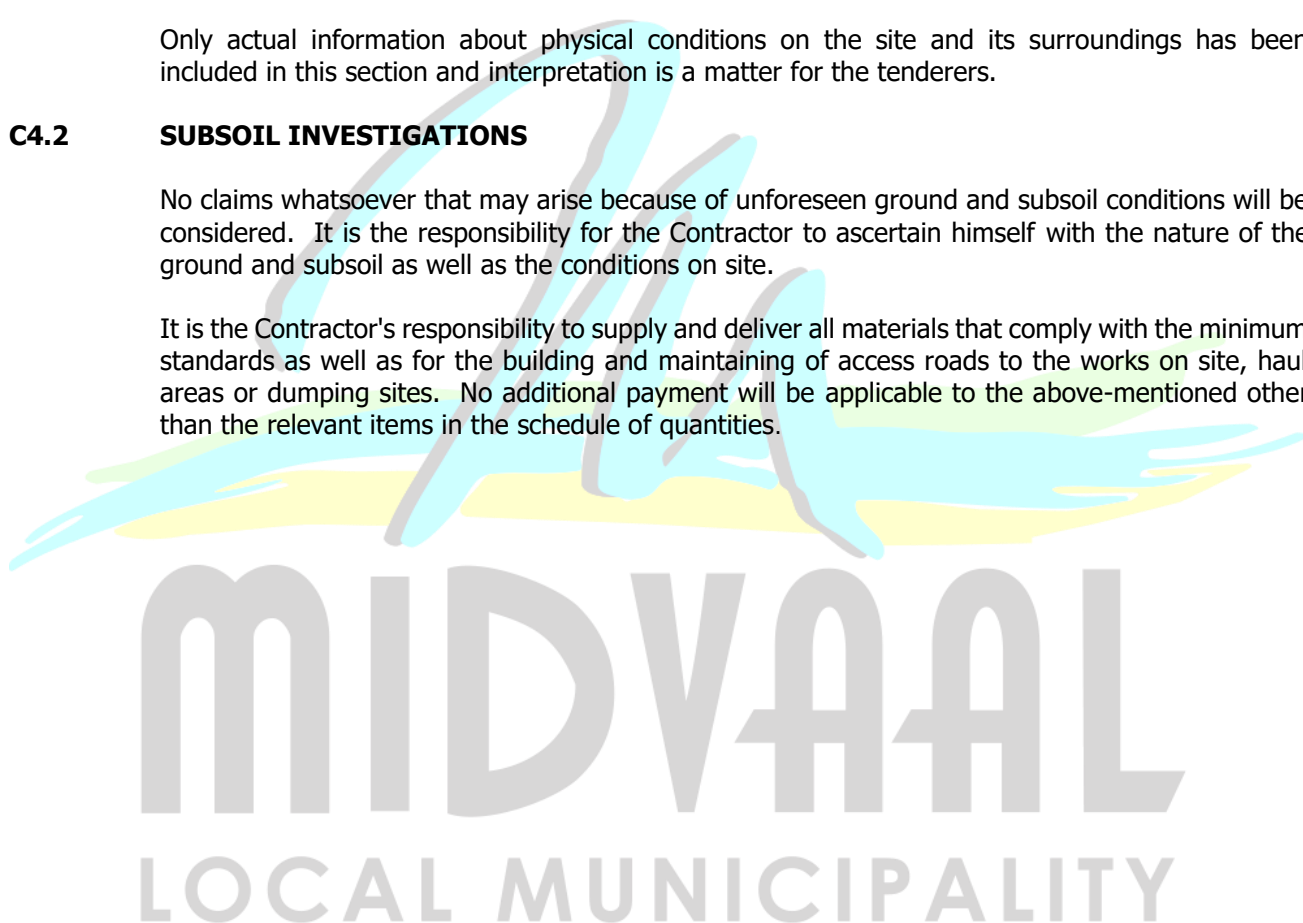
The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

C4.2 SUBSOIL INVESTIGATIONS

No claims whatsoever that may arise because of unforeseen ground and subsoil conditions will be considered. It is the responsibility for the Contractor to ascertain himself with the nature of the ground and subsoil as well as the conditions on site.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned other than the relevant items in the schedule of quantities.



MIDVAAL
LOCAL MUNICIPALITY



ANNEXURE A:

CERTIFICATE OF UNDERTAKING

CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

BID 8/2/2/414 -BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS.

in response to the invitation for the bid made by:

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I will ensure that all plant and equipment indicated in the table below will be made available by myself (the bidder) upon award of contract for the entire duration of the contract as and when required for the purpose of executing the works. In the event of not owning the plant and / or equipment I will lease the required plant and equipment for use on an as and when required basis.

Item	Description	Quantity
1	TLB	1
2	8m3 Honey Sucker	1
3	8m3 Tipper Truck	1
4	8 TON Crane Truck	1
5	100 m ³ /hour Mobile sewage pump	1

2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2009).

3. All rates must include 15% VAT.

.....

Signature Date

.....

Position Name of Bidder

ANNEXURE B:
PERFORMANCE MANAGEMENT SYSTEM



PERFORMANCE MANAGEMENT SYSTEM

EXTERNAL SERVICE PROVIDERS

(in terms of Section 116 of the Municipal Finance Management Act, Act 56 of 2003)

CONTRACT	BID FOR THE MAINTENANCE OF A WATER-BORNE SEWER NETWORK INCLUDING ERF CONNECTIONS FOR MIDVAAL LOCAL MUNICIPALITY ON AND AS AND WHEN REQUIRED FROM DATE OF APPOINTMENT FOR A PERIOD OF 36 MONTHS				
COMPANY					
PROCUREMENT PROCESS	Tender				
TERM OF CONTRACT	From date of appointment FOR A PERIOD OF 36 MONTHS				
RESPONSIBLE PERSON FOR ASSESSMENT & COMPLETION OF PERFORMANCE REPORT	Assistant Director: Sanitation				
TARGET DATE FOR ASSESSMENT OF PERFORMANCE, e.g. monthly/quarterly	Monthly				
KEY PERFORMANCE AREA	KEY PERFORMANCE INDICATOR	RESPONSIBLE PERSON & TARGET DATE	ACCEPTABLE (1) *met all requirements	FAIR (2) *with deviations	UNACCEPTABLE (3) *did not meet the requirements
A. OPERATIONAL KPI's (TO BE COMPLETED BY RELEVANT DEPARTMENT)					
1. General Conditions	How timely was the request for quotation/information/proposals responded to?	Per event			
	Was the delivery/performance within the expected timeframe?	Per each project			
	How responsive and competent were vendor representatives?	Daily			
2 Quality compliance	Comply and adhere to the conditions as per scope of work and specification as and when required.				
3. Monthly meetings	Attend monthly performance meetings	Monthly			
4. Reports	Ad hoc, Weekly and Monthly reports according to contract deliverable.	Ad Hoc/Monthly/weekly			

5. Monthly Claim	Submit Monthly Invoice with correct claims and on time			Monthly			
6. Complaints register	Submission statistics on Call outs, complaints and works orders report			Monthly			
7. Occupational Health and Safety	Compliance to Occupational Health and Safety Act provisions			Monthly			
8. Open Trenches and Manholes. Service levels and penalties applicable to non-fulfilment	At no time shall manholes/chambers be left open/unattended/unsafe, especially overnight, regardless if the work is complete or not without approval of the Engineer \ Employer. At no time shall trenches be left open for longer than 7 days, regardless if the work is complete or not. A penalty shall be applicable in the amount of R1000 /day/incident. Such penalty monies may be recovered from any monies due to the Contractor.			Service Provider Ongoing			
9. Service levels and penalties applicable to non-fulfilment	Repair and unblocking of sewer networking	1 Working Day	Failure to address the maintenance issues within the following hours after one working day as per service charter 4-6 hours - 10% of the Purchase Order will be deducted 7-10 hours - 30% of the Purchase Order will be deducted Over 11-23hours - 60% >24hours - Termination of the contract will be imposed	Service Provider Daily			
10	In case of non-performance, what remedial actions were agreed to and was it adhered to?						
11	ADDITIONAL COMMENTS						

Accepted and agreed upon:

ON BEHALF OF SERVICE PROVIDER

DATE

ASSISTANT DIRECTOR: SANITATION

DATE

DIRECTOR CIVIL ENGINEERING MLM

DATE

EXECUTIVE DIRECTOR: ENGINEERING

DATE

FOR OFFICIAL USE ONLY:	
COMPLIANCE VERIFIED: _____ On behalf of SUPPLY CHAIN MANAGEMENT UNIT _____ DATE	SECTION: LEGAL & PMS _____ On behalf of PERFORMANCE MANAGEMENT _____ DATE