DEPARTMENT: TECHNICAL SERVICES

PROJECT DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

BID NO: PW003/2024

BID SUBMITTED BY:

NAME OF BIDDING ENTITY : ……..

ADDRESS : ……..

CONTACT NUMBER : ……..

CONTACT PERSON : ……..

BID AMOUNT : ……..

ISSUED BY:

Dihlabeng Local Municipality
9 Muller Street East Street
BETHLEHEM
9700

Tel : (058) 303 5732
Fax : (058) 303 4703

PREPARED BY:

Project Management Unit
9 Muller Street East Street
BETHLEHEM
9700

Tel : (058) 303 4581
E-mail: moselam@dihlabeng.co.za

CLOSING DATE : 3 OCTOBER 2024 AT 12H00

BIDDER'S QUESTIONNAIRE

NO.	QUESTION	BIDDER'S RESPONS
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules **(as and when required)?**	* YES / NO
4	Have you submitted **Tax Clearance reference number and tax compliance status pin**?	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements **(as and when required)?**	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an **original and valid or certified copy** of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? **(as and when required)**	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in **WORDS** as well as in **FIGURES**?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

***Delete whichever is not applicable**

…… ……

Signature **Date**

…… ……

Position **Name of Bidder**

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW003/2024

BID DOCUMENT

APPOINTMENT OF A SERVICE PROVIDER FOR BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: ……

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER : ……

FAX NUMBER : ……

E-mail ADDRESS : ……

*BID PRICE : ……

*(Amount brought forward from the Form of Offer and Acceptance) Signed by authorized representative of

Bidding Entity : ……...

SIGNATURE : ……

DATE : ……

Note: should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contents

Number	Heading	Page No.
	The Tender	
	Part T1: Bidding procedures	
T1.1	Tender Notice and Invitation to Tender (White)	T.4
T1.2	Tender Data (Pink)	T1.2.1
	Part T2: Returnable documents	
T2.1	List of Returnable Documents (White)	T2.1.1
	MBD 1 – Invitation to Bid	T2.2.10
	MBD 2 – Tax Clearance Certificate	T2.2.12
	MBD 4 – Declaration of Interest	T2.2.13
	MBD 5 – Declaration for procurement above R10 million (all applicable taxes included)	T2.2.15
	MBD 6.1 - Preferential Procurement Policy Framework Act, 05 of 2000 and Regulation of 2017	T2.2.17
	MBD 8 – Declaration of Bidder's past Supply Chain Management Practices	T2.2.36
	MBD 9 – Certificate of Independent Bid Determination	T2.2.38
T2.2	Returnable Schedules	T2.2.1
	The Contract	
	Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance (Yellow)	C1.1.2
C1.2	Contract Data (Yellow)	C1.2.1
C1.3	Form of Guarantee (Yellow)	C1.3.1
	Part C2: Pricing data	
C2.1	Pricing Instructions (Yellow)	C2.1.1
C2.2	Bill of Quantities (Yellow)	C2.2.1
	Part C3: Scope of Work	
C3	Scope of Work (Blue)	C3.1.1
	Part C4: Site information	
C4	Site Information (Green)	C3.2.1

INVITATION TO TENDER DIHLABENG LOCAL MUNICIPALITY

Suitable Bids are hereby invited for the following bid:

Bid Name	Bid No.	Compulsory Briefing Session	CIDB Grading	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of a service provider for Bohlokong refurbishment of inlet works at the Wastewater Treatment Works	PW003/2024	Venue: Aldof de Jong (Bethlehem WWTW) Date: on 19 September 2024 at Time : 14:00	4ME, or higher	**Bids will be evaluated on:** • Stage 1: Responsiveness • Stage 2: Functionality • Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 4: Risk Analysis	3 October 2024	ML Ramulwela Tel.: 058 303 5732 ramulwelaml@gmail.com and M Moloi Tel: 058 303 5732 moselam@dihlabeng.co.za

Bid documents will be available from **12:00 08 September 2024**, upon payment of a cash non-refundable document fee of R1 000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website http://www.dihlabeng.gov.za/strategic-documents/bid-documents. And on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed togetherwith supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, onthe Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may onlybe submitted on the documentation provided by the Dihlabeng Local Municipality.

The compulsory documents stated in the document must be submitted together with the Bid Document

With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central SupplierDatabase - https://secured.csd.gov.za/.

Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time

M Ntheli
MUNICIPAL MANAGER

9 Muller Street
PO Box 551
BETHLEHEM, 9700
Website: www.dihlabeng.gov.za
E-mail: info@bethlehem.org.za

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART T1.2

TENDER DATA

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

T1.2 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 (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data provided below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional Conditions of Tender are:

Clause number	**Tender Data**
1.	The Employer is the Dihlabeng Local Municipality.
F1.2	The Tender document (Volume 1) issued by the Employer comprises:

T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data
T2.1 List of returnable documents
T2.2 Returnable schedules

Part 1 : Agreements and contract data
C1.1 Form of offer and acceptance
C1.2 Contract data
C1.3 Form of Guarantee
C1.4 Adjudicator's appointment

Part 2 : Pricing data
C2.1 Pricing instructions
C2.2 Activity schedules / Bill of Quantities

Part 3 : Scope of work
C3 Scope of work

Part 4 : Site information
C4 Site information

VOLUME 2: Book of Drawings

The following documents also form part of the tender and contract, but must be purchased by the tender himself.

VOLUME 3:
General Conditions of Contract for Construction Works (3rd Edition, 2015) issued by the South African Institution of Civil Engineering.

VOLUME 4:
South African National Standards Standardized Specifications for Civil Engineering Construction (SANS 1200)

VOLUME 4:
COTO Committee of Transport Officials Standard Specifications for Road and Bridge Works for South African Road Authoritie.

F.1.3 The Employer's agent is :

Name : Mosela Moloi (PMU Coordinator)
Address: 9 Muller Street, Bethlehem, 9700
Tel : 058 303 5732
E-mail : moselam@dihlabeng.co.za

F.1.5 The lowest or any Tender will not necessarily be accepted. The Employer reserves the right to award the contract for different projects to different bidders.

F.2.1 Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than **4ME**; and have adequate experience in the construction and maintenance of water and/or sanitation infrastructure are eligible to tender.

The tender is subjected to invitation only.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 No alternative Tender offers will be considered.

F.2.13.3 Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.

F.2.13.5 The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender box: **Tender Box No: PW 003/2024, Dihlabeng Local Municipality, Bethlehem.**

Physical address: **9 Muller Street East, Bethlehem.**

Identification details: Sealed tenders endorsed: **Tender Reference Number, Title of Tender and the closing date and time of the Tender.**

Postal address: **PO Box 551, Bethlehem, 9700**

F.2.15.1 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.

F.2.16 The Tender offer validity period is 90 Days.

F.2.16.1 Add the following to the clause:
If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the close of business on the next working day.

F.2.23 The Tenderer is required to submit Certificates as required under Part 2 – Returnable Documents and Schedules.

F.3.4 Tenders will be opened immediately after the closing time for bids at the Dihlabeng Local Municipality's offices in Bethlehem.

F.3.5 The two-envelope system will not be followed for this Tender.

F.3.7 Add the following to the clause:
Accept that failure to submit certificates stated in the Tender Data and failure to complete **in full the tender document shall result in tender being regarded as non-responsive.**

F.3.11 Tender offers will be evaluated on F.3.11.2 Method 2: Financial offer and preference, using Formula 2, option 1a (table F.1).

Stage 1 – Tender Responsiveness

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:

1. Proof of attendance of bid briefing session and visit to site (Briefing Session Attendance Form).
2. Certificate of Authority for Signatory.
3. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
4. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached.
5. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
6. The bidder must provide a Valid Letter of Good Standing (COIDA).
7. The document and Bill of Quantities must be completely filled in Black Ink and not with erasable fluid, and corrections are countersigned.
8. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
9. The bidder must complete and sign all the prescribed and compulsory bid forms including Compulsory Briefing Session attendance register.
10. The bidder must provide a valid Public Liability Cover or letter of intent from an approved service provider to the value of at 10% of tendered amount.
11. The bidder must provide a valid copy of the company's Quality Management System (QMS) plan that is currently in implementation and/or QMS Certificate issued by South African Bureau of Standards (SABS ISO 9001).
12. The bidder must provide a valid copy of CIDB Grading Certificate of 4ME or higher.
13. Copy/Copies of Identity Document(s) (ID) for all the Directors.
14. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive/USB with all exhibits and forms required included in the returnable schedule.

Stage 2 – Functionality

The functionality points will only be used to pre-qualify the bids before scoring for financial offer and preferences points. **Please note that bids scoring less than the minimum threshold of 60% (60 Points) for functionality will automatically be disqualified**. The maximum obtainable are 100 points (100%); however, a Bid will be disqualified should it fail to meet the overall minimum threshold of 60 Points (60%) for functionality. Furthermore, a Bid will also be disqualified should it fail to meet the minimum required points per category/criteria as stipulated in the following table. The minimum threshold required is 60 points (60%) and the minimum per category/criteria as indicated in the 'Min Pts. Required per criteria' column. The table below has reference, and the points will be allocated as follows:

CRITERIA DESCRIPTION		Maximum Points	Min Pts. Required per criteria
1.	**Company Experience:** Attach **appointment letters** accompanied by **completion certificates or reference letters on the letterhead of the Client** from where service providers have conducted the mechanical works for water and sewer related projects.	**(45)**	**27**
	No information provided	0	
	One project of R 900 000.00 and above	15	
	Two projects of R 900 000.00/each project and above	30	
	Three projects of R 900 000.00/each project and above	45	
2.	**Technical Skill**: The tenderer has the ability to construct Mechanical infrastructure on projects. Attach CV's accompanied by certified copies of qualifications, of qualified and experience personnel in water and sewer related projects.	**(45)**	**27**
	No information provided	0	
	Qualification of at least NQF Level 7 in Mechanical Engineering with more than 3 but less than 5 years' experience	15	
	Qualification of at least NQF Level 7 in Mechanical Engineering with 5 years' experience or more but less than 8 years' experience	30	
	Qualification of at least NQF Level 7 in Mechanical Engineering with 8 years' experience or more	45	
3.	**Program of Works on a Gantt Chart Format (Construction Duration = 4 Months) and Detailed Cash Flow which includes a Limit of 10% Retention**	**(10)**	**6**
	No program of works and cash flow submitted	0	
	Program of Works not detailed and/or not in line with stipulated construction duration and no cash-flow attached	4	
	Detailed Program of Works aligned with Construction Duration	6	
	Detailed Program of Works aligned with Construction Duration and Detailed Cash Flow submitted	10	
	Maximum Points	100	60

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Volume. 689 4 November Number. 47452, 2022).

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT
POINTS AWARDED FOR PRICE:

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

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

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point systems.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

A	Number of points Allocated (90/10 system) (To be completed by the organ of state)	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of Free State	2	4		
Within the boundaries of Dihlabeng Local Municipality	3	6		
Historically Disadvantaged Individual	5	10		
Total	**10**	**20**		

Stage 4: Risk Analysis

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
   (a) Abused the institution's supply chain management system;
   (b) Committed fraud or any other improper conduct in relation to such system;
   (c) Failed to perform on any previous contract.

2. 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 *audi alteram partem* rule was applied.

   The Database of Restricted Suppliers is available 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.

3. 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.
   (a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
   (b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

4. This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and are not limited to best practice guidelines of procurement, Construction Industry Development Board Regulations, Tender Data and Contract Data, GCC for Construction Works, and etc.

ANNEX F: STANDARD CONDITIONS OF TENDER

(As published in Annex F of the CIDB Standards for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015)

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.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.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.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.

F.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.

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

a) **Conflict of interest** means any situation in which:
   i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   ii) An individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) Incompatibility or contradictory interests exist between an employee and the organization 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

F.1.4 Communication and Employer's agent

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

F.1.5 Cancellation and Re-invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if –

(a) Due to changed circumstances, there is no longer a need for the service, works or goods requested; or
(b) Funds are no longer available to cover the total envisaged expenditure; or
(c) No acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.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.

F.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.

F.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.

F.2.7 Clarification meeting

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

F.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.

F.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.

F.2.10 Pricing the tender offer

F.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.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.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.

F.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.

F.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.

F.2.12 Alternative tender offers

F.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.

F.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.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.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.

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

F.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.

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

F.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.

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

F.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.

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

F.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.

F.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.

F.2.15 Closing time

F.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.

F.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.

F.2.16 Tender offer validity

F.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.

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

F.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.

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

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

F.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.

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

F.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.

F.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.

F.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.

F.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.

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.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.

F.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.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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.

F.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.

F.3.4 Opening of tender submissions

F.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.

F.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.

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

F.3.5 Two-envelope system

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

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

F.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.

F.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.

F.3.8 Test for responsiveness

F.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.

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
b) 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.
c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
d) Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.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.

F.3.11 Evaluation of tender offers

F.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.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the pointed scored for price and BBBEE.

F.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R1 million

4) (a)(i) The following formula must be used to calculate the points out of 80 for price in respect of tenders (including price quotation) with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, (inclusive of all applicable taxes):

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

Where
Ps = Points scored for comparative price of tender under consideration;
Pt = Comparative Price of tender under consideration, and;
Pmin = Comparative Price of lowest acceptable tender.

(4)(a)(ii) An Employer of state may apply the formula in paragraph (a)(i) for price quotations with a value of less than R30 000, if and when appropriate.

(4)(b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allowed in accordance with subparagraph (4)(b)

(4)(d) the points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

(5)(a) The following formula must be used to calculate the points out of 90 for price in respect of tenders (including price quotation) with a Rand value equal to or above R50 000 000 (inclusive of all applicable taxes):

$$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where
Ps = Points scored for comparative price of tender under consideration;
Pt = Comparative Price of tender under consideration, and;
Pmin = Comparative Price of lowest acceptable tender.

(5)(b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allowed in accordance with subparagraph (5)(b)

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score price 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 F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Compensation aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = (1 + (\frac{P - Pm}{Pm}))$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - Pm}{Pm}))$	$A = Pm / P$
[a] P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender under consideration.			

F.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.

F.3.11.9 Scoring functionality

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

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

$N_Q = W_2 \times S_O / M_S$

where: S_O is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.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.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial 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.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 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.

F.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the i.Tender system.

F3.19.2 The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

(a) Procurement planning process
(b) Procurement method and evaluation process
(c) Contract type
(d) Contract status
(e) Number of firms tendering
(f) Cost estimate
(g) Contract title
(h) Contract firm (s)
(i) Contract price
(j) Contract scope of work
(k) Contract start date and duration
(l) Contract evaluation report

F3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the Employer's website

F3.19.8 Records of such disclosed information must be retained for audit purposes.

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART T2
RETURNABLE DOCUMENTS AND SCHEDULES

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART T2.1
LIST OF RETURNABLE DOCUMENTS

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

T2.1. List of Returnable Documents

Bidders are required to submit the following returnable documents with their bids, neatly bound in a separate file.

Returnable Documents

a) Original valid tax clearance certificate (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001),

b) Certified copy of Certificate of Incorporation (if Bidder is a Company)

c) Certified copy of Founding Statement (if Bidder is a Closed Corporation)

d) Certified copy of Partnership Agreement (if Bidder is a Partnership)

e) Certified copy of Identity Document (if Bidder is a One-man concern),

f) Joint venture agreement (if the Bidder is a Joint Venture).

g) B-BBEE Status Level Verification Certificate (main and sub-contractors)

h) Proof of registration with Central Supplier Database

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APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART T2.2
RETURNABLE SCHEDULES

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

T2.2 List of Returnable Schedules

The bidder must complete the following returnable schedules:

2. Returnable Schedules required only for bid evaluation purposes

1. Schedule A: Record of Addenda to Bid Documents
2. Schedule B: Proposed Amendments and Qualifications
3. Schedule C: Present Work Commitments
4. Schedule D: Proposed Subcontractors
5. Schedule E: Compliance with OHSA (Act 85 of 1993)
6. Schedule F: Authority of Signatory
7. Schedule G: Invitation to Bid (MBD 1)
8. Schedule H: Tax Clearance Requirements (MBD 2)
9. Schedule I: Declaration of Interest (MBD 4)
10. Schedule J: Declaration for procurement above R10 million (all applicable taxes included) (MBD 5)
11. Schedule K: Preferential Procurement Policy Framework Act, 05 of 2000 and Regulation of 2017 (MBD 6.1)
12. Schedule L: Declaration of Bidder's past Supply Chain Management Practices (MBD 8)
13. Schedule M: Certificate of Independent Bid Determination (MBD 9)
14. Schedule N: Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes
15. Schedule O: Certificate of Authority of an Entity
16. Schedule P: Certificate of Bidder's Attendance at the Compulsory Clarification Meeting
17. Schedule Q: Certificate of Registration of entity (CIDB and B-BBEE)
18. Schedule R: Workmen's Compensation registration certificate
19. Schedule S: UIF Registration Certificate
20. Schedule T: Compulsory Enterprise Questionnaire
21. Schedule U: Affidavit of Good Standing that will be incorporated into contract.
22. Schedule V: Schedule of all work Provided for an organ of the state over the last 5 years
23. Schedule W: Banking Details
24. Schedule X: Declaration of Financial Capacity
25. Schedule Y: Schedule of the Tenders Experience
26. Schedule Z: Competency of Key Personnel
27. Schedule AA: Declaration of Available Plant and Equipment to execute the works
28. Schedule BB: Tender Programme
29. Schedule CC: National Treasury's Central Suppliers Database
30. Schedule DD: Declaration of Solvency or Liquidity
31. Schedule EE: Public Liability Cover and Quality Management System

3. Other documents required only for bid evaluation purposes

1. All returnable schedules will be incorporated into the Contract.

4. Returnable Schedules that will be incorporated into the contract

1. The offer portion of the C1.1 Offer and Acceptance
2. C1.2 Data provided by the Contractor
3. C2.2 Schedule of Quantities
4. C2.3 Summary of Schedules

Part C3: Scope of Works

This project entails repairs and refurbishment of the Waste Water Treatment Works in Bethlehem/Bohlokong area which includes the assessment, site supervision and quality control of the refurbishment of the Inlet Works

The Scope will include but not limited to the following:

- Refurbishment of two mechanical screens, including the screenings mechanical press.
- Refurbishment/replacement of two pumps in the two conical vortex degritters and screw press
- Refurbishment of 2x outlet gate valves and associated pipework.
- Refurbishment of electrical distribution boards at the inlet works.
- Refurbishment of Screw Compactor and Conveyor belt.
- Refurbishment of three Gorman Rupp T10 pumps, pumping to activated sludge unit and associated pipework.
- Two Gorman Rupp T8 pumps should be replaced with three Gorman Rupp T10 pumps, including related pipes.
- Connection from emergency pond to manhole on the incoming main sewer.

SCHEDULE A: RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE B: PROPOSED AMENDMENTS AND QUALIFICATIONS

Should the Tenderer desire to make any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings, or to qualify his tender in any way; he shall set out his proposal clearly hereunder or alternatively state them in a covering letter attached to the tender, and referred to hereunder. Falling to comply with the aforesaid will deem the tender unqualified. If no departures or modifications are desired the Schedule hereunder is to be marked NIL and, in any case, signed by the Tenderer.

The Tenderers attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE C: PRESENT WORK COMMITMENTS

Consulting Engineer / Employer contact person and telephone number.	Description of works	Value of work inclusive of VAT (Rand)	Duration and completion date

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE D: PROPOSED SUBCONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work to be Subcontracted	Previous experience with Subcontractor or recent work Executed by the Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE E: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Tenderer familiar with the OHSA (Act 85 of 1993) and its regulations? **YES / NO**

2. Who will prepare the Tender's Health and Safety Plan (Provide a copy of the persons/s curriculum vitae/s or company profile).

3. Does the Tenderer have a health and safety policy? (If yes, provide a copy). **YES / NO**
   How is this policy communicated to all employees?

4. Does the Tenderer keep records of safety aspects of each construction site? **YES / NO**
   If yes, what records are kept?

5. Does the Tenderer conduct monthly safety meetings? **YES / NO**
   If yes, who is the chairperson of the meeting and who attend these meetings?

6. Does the Tenderer have a safety officer in his employment, responsible for the overall safety of his company? **YES / NO**

   If yes, please explain his duties and provide a copy of his CV.

7. Does the Tenderer have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Tenderer have a safety induction training programme in place? **YES / NO**

   If yes, provide a copy.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE F: AUTHORITY OF SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs..... acting in his/her capacity

as ……. of the business trading as..... to sign all

documentation in connection with Tender …….

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorized Signatory is it not necessary to complete this form

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

MBD1

SCHEDULE G: INVITATION TO BID

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY					
BID NUMBER:	**PW003/2024**	CLOSING DATE:	**3 October 2024**	CLOSING TIME:	**12:00**
DESCRIPTION	**BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS**				
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*

9 Muller Street East
Bethlehem
9700

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:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**		**R**	
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	**Finance**	CONTACT PERSON	**Mosela Moloi**
CONTACT PERSON	**Supply Chain**	TELEPHONE NUMBER	**058 303 5732**
TELEPHONE NUMBER	**058 303 5732**	FACSIMILE NUMBER	**N/a**
FACSIMILE NUMBER	**058 303 4703**	E-MAIL ADDRESS	**moselam@dihlabeng.co.za.**
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……

MBD2

SCHEDULE H: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

The certified copy of the Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

MBD 4

SCHEDULE I: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.

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 favoritism, 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 authorized 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. ….……

……..

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.……

……

*MSCM Regulations: "in the service of the state" means to be –
9 a member of –
9.4 any municipal council;
9.5 any provincial legislature; or
9.6 the national Assembly or the national Council of provinces;

10 a member of the board of directors of any municipal entity;
11 an official of any municipality or municipal entity;
12 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);
13 a member of the accounting authority of any national or provincial public entity; or
14 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.

3.11 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 .....

Name ..... Position.....

Tenderer .....

MBD 5

SCHEDULE J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? *__YES / NO__

1.1 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. *__YES / NO__

……

……

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *__YES / NO__

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

2.2 If yes, provide 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__

3.1 If yes, furnish particulars

…….

……

5. 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__

4.1 If yes, furnish particulars

……..

……..

* Delete if not applicable

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(m) Price; and

(n) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality of Supplier				
Within the boundaries of Dihlabeng Municipality	6	3		
Within the boundaries of the Free State	4	2		
Historically Disadvantaged Individuals	10	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

MBD 8

SCHEDULE M: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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.

1. The bid of any bidder may be rejected if that bidder, or any of its directors have:

1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
2. been convicted for fraud or corruption during the past five years;
3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
4. 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).

2. 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 as a company or person 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 National Treasury after the *audi alteram partem* 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
4.5.1	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: .....

Name ..... Position: .....

Tenderer .....

MBD 9

SCHEDULE N: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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 consortium[3] 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 .....

Name ..... Position.....

Tenderer .....

SCHEDULE O: MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSES

DIHLABENG LOCAL MUNICIPALITY

9 Muller Street East
Bethlehem
9700
Tel: 058 303 5732

PO Box 551
Bethlehem
9700
Fax: 058 303 4731

Enquiries : Supply Chain Management Unit

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 conducts his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)
Name of the Municipality:
Property Physical Address:
Registered Name:
Official's Name: _____ Municipality Stamp Here Signature : _____ Date: _____ **Please tick whether in arrears or up-to-date** Rates and taxes : Up-to-date / in arrears for more than 3 months Water: Up-to-date / in arrears for more than 3 months Electricity: Up-to-date / in arrears for more than 3 months Refuse : Up-to-date / in arrears for more than 3 months Other services: Up-to-date / in arrears for more than 3 months

PART B (TO BE COMPLETED BY THE LANDLORD)
Name of the Landlord:
Property Physical Address:
Landlord Signature:

Date: _____

Landlord's business stamp here
Or an Affidavit from SAPS

(in the event the landlord does not have a business stamp)

Please tick whether up-to-date or in arrears

Rental:	Up-to-date	/	in arrears for more than 3 months Municipal
services:	Up-to-date	/	in arrears for more than 3 months

SCHEDULE P: CERTIFICATE OF AUTHORITY OF AN ENTITY

This Returnable Schedule is to be completed by companies and close corporations.

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

(i) Company	(ii) Close Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for company

I,. . . . . , chairperson of the board of directors of . . . . . ., hereby confirm that by resolution of the board taken on …… 20…., Mr/Ms . . . ., has been duly authorized to sign all documents in connection with the tender for Contract No. …… and any contract resulting from it on behalf of the company.

As witnesses:-

1.. . . . . .

(iii). Certificate for Partnership

We, the undersigned, being the key partners in the business trading as……here by authorize Mr/Ms . . . . . acting in the capacity of,……to sign all documents in connection with the tender for Contract No. …… 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iv). 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 Contract No. ……..and any contract resulting from it on our behalf. This authorization is evidenced 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		

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

(v). Certificate for Sole Proprietor

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

Signature of sole owner: _____

As Witness

1. _____
2. _____

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Bidder:

The following documents must be attached here:

Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties.

SCHEDULE Q: CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

A compulsory site inspection will be held on Thursday, 19 September 2024

The meeting point for the site inspection will be at Bohlokong Waste Water Treatment Works, Bethlehem.

Compulsory Site Inspection Certificate

It is hereby certified that I have attended the Compulsory Site Inspection and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

This is to certify that I, (*Name in print)*

_____

Representative of (Bidder)

_____

Of (Address) _____

_____

_____

Telephone number _____

Fax number _____

Attended the Clarification Meeting on (date) _____

SIGNATURE OF BIDDER'S REPRESENTATIVE _____

SIGNATURE OF DIHLABENG LOCAL MUNICIPALITY REPRESENTATIVE

Signature: _____ Date:_____

SCHEDULE R: CERTIFICATE OF REGISTRATION OF AN ENTITY (CIBD & B-BBEE)

CIDB REGISTRATION:

Tenderers must also indicate their CIDB registration details in the space provided.
(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days).

Registered Name	Registration Number

BEE CERTIFICATE

The Tenderer must also attach hereto a certified copy of their B-BBEE verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE S: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

Attach original (or certified copy) of the Workmen's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by the Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE T: UIF REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]

SCHEDULE U: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 3: CIBD 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 6 partners.

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Attach a certified copy of valid CIPC Certificate to this page.

Section 6: Record of 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	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of any provincial legislature	a member of an accounting authority of any national or provincial public entity.
a member of the National Assembly or the National Council of Province	an employee of Parliament or a provincial legislature
a member of the board of directors of any municipal entity.	an official of any municipality or municipal entity

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

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			

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

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

2. confirm 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 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;

3. 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;

4. 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 works that could cause or be interpreted as a conflict of interest;

5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature ..... Date: .....

Name ..... Position.....

Tenderer .....

SCHEDULE V: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION (*to be signed in the presence of a Commissioner of Oaths*)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: …….

Duly authorized to sign on behalf: ……

Address: ……

……..

…….

Telephone: ……

Signed and sworn to before me at….....on

this the ……day of .....by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths …….

NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

SCHEDULE W: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS

[Tenderers are to attach a schedule detailing the name of each project, the organ of state for which the project was undertaken and the date the project was completed. If not complete list the project as "current"]

SCHEDULE X: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE		SAVINGS		TRANSMISSION	
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE Y: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and within the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:

1. A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
2. Proof of bank account and letter of good standing with a credit rating.

If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

CERTIFICATION

I, THE UNDERSIGNED (NAME): …….

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE Z: SCHEDULE OF THE TENDERER'S EXPERIENCE

Tenderers are to provide references for **FIVE (5)** other recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F3.11.2.

Name and Telephone Number of Client	Project	Name and Telephone Number of Consulting Engineer / Implementing Agent	Details of service provided

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE AA: COMPETENCY OF KEY PERSONNEL

Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervision and Construction Health & Safety Officer's experience in work of a similar nature to that for which their tender is submitted.

- **Contracts Manager**

CONTRACTS MANAGER		**NAME: ……**	
NB: • **Attached a detailed CV and Proof of Qualification, Experience must be of same caliber as proposed during pre-qualification**			
CLIENT & NATURE OF WORK	**POSITION HELD**	**VALUE OF WORK**	**PROJECT DURATION**

- **Construction Manager – To be appointed in line with 8(1) of the Construction Regulations, 2014**

CONSTRUCTION MANAGER		**NAME: ……**	
NB: **Minimum Qualification shall be National Diploma in Civil Engineering** **Attach proof of Qualification** • **Attach a detailed CV indicating training and promotion through the ranks up to the position of Construction Manager**			
CLIENT & NATURE OF WORK	**POSITION HELD**	**VALUE OF WORK**	**PROJECT DURATION**

- **Construction Supervisor – To be appointed in line with 8(7) of the Construction Regulations, 2014**

CONSTRUCTION SUPERVISOR (Foreman)		**NAME: ……**	
NB: **1. Attach a detailed CV** **2. The experience must be of same caliber as proposed during pre-qualification**			
CLIENT & NATURE OF WORK	**POSITION HELD**	**VALUE OF WORK**	**PROJECT DURATION**

- **Construction Health & Safety Officer – To be appointed in line with 8(5) of the Construction Regulations, 2014**

CONSTRUCTION HEALTH & SAFETY OFFICER		**NAME: ……**	
CLIENT & NATURE OF WORK	**POSITION HELD**	**VALUE OF WORK**	**PROJECT DURATION**

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

SCHEDULE B B: DECLARATION OF AVAILABLE PLANT AND EQUIPMENT TO EXECUTE THE WORK

The bid of any bidder may be rejected if that bidder fails to provide surety within 14 days of intention to award, either owned or hired plant and equipment as may be required to fully execute the works:

This Clause is applicable even after the bid is awarded.

The undersigned bidder, declare that they will fully provide all plant and equipment as may be required before the work can be awarded to them, failing within the contract intention or after award may be terminated.

No	Name of Available Plant & Equipment	Owned by the Bidder	Hired by the Bidder
		(Tick appropriate column)	

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise and hereby declare that, the bidder of this bid PW003/2024, will make all necessary plant and equipment available within 14 days of intention to award of this contract, failing within the contract intention or after award, this contract may be terminated.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

NAME: ……

SIGNATURE .....

DATE: .....

Duly authorized to sign on behalf of (Bidder Name):……..

NOTE: This declaration comprises one (1) page all of which must be also initialed.

SCHEDULE CC: TENDER PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender in Gantt Chart or similar format.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

[Attach Gantt Chart Programme to this page to claim points under Functionality.]

SCHEDULE DD: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Dihlabeng is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/. Tenderers are required to provide the CSD summary form and the information below to Dihlabeng in order to enable it to verify information on the CSD:

Supplier Number: _____

Unique registration reference number: _____

[PLEASE ATTACH THE RESENT CERTIFICATE TO THIS PAGE. IT MAY NOT BE OLDER THAN THREE MONTHS]

SCHEDULE EE: DECLARATION OF SOLVENCY OR LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

Under liquidation

Sequestration

Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

No	Name of Director	ID number	Signature

(a) <u>DECLARATION OF SOLVENCY/ LIQUIDITY</u>

(i) All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
(ii) All tenderers are therefore required to complete It.
(iii) Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

SCHEDULE FF: PUBLIC LIABILITY COVER AND QUALITY MANAGEMENT SYSTEM

PUBLIC LIABILITY COVER

Provision of Public Liability Insurance to the value of R 2 million or a letter of intent from an approved provider is required. Please attach documentation to this page in order to obtain points under the functionality criteria.

QUALITY MANAGEMENT SYSTEM

Provision of a Quality Management system is required. Please attach relevant certification to this page in order to obtain points under the functionality criteria.

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART C1

AGREEMENT AND CONTRACT DATA

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART C1.1

FORM OF OFFER AND ACCEPTANCE

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C1.1 Form of Offer and Acceptance

OFFER

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

PW003/2024: APPOINTMENT OF A SERVICE PROVIDER: BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

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

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

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

. . . . . .

. . . . . .Rand (in words);

R . . . . . (in figures)

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature (s) _____

Name (s) _____

Capacity _____

Name and address of organization

_____

_____

Signature and Name of Witness _____

Date _____

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Agreement)
Part C2: Pricing Data
Part C3: Scope of Work.
Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five 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:

Signature (s) _____

Name (s) _____

Capacity _____

Name and address of organization

Dihlabeng Local Municipality

Signature and Name of Witness _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid,

2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,

4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject . . . . . .

   Details . . . . . .
   . . . . . .
   . . . . . .
   . . . . . .

2. Subject . . . . . .

   Details . . . . . .
   . . . . . .
   . . . . . .
   . . . . . .

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

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

For the Bidder:		For the Employer:
……	Signature	……
……	Name	……
……	Capacity	……

Name and address of organization:		Name and address of organization:
……		……
……		……
……		……
……	Witness Signature	……
……	Witness Name	……
……	Date	……

CONFIRMATION OF RECEIPT

The Bidder, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including Schedule of Deviations (if any) today:

the ……..(day) of ……..(month) 20 ……(year)

at ……..(place)

For the Contractor:

. . . . . .

Signature

. . . . . .

Name

. . . . . .

Capacity

Signature and name of witness:

. . . . . .

Signature

. . . . . .

Name

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and www.saice.org.za).

The General Conditions of Contract for Construction Works make several 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 Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works (3rd Edition 2015) to which it mainly applies.

VARIATIONS TO THE GENERAL CONDITIONS OF

CONTRACT PART 1: DATA TO BE PROVIDED BY THE

EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	**The Defects Liability Period is:**	12 months
1.1.1.14	**Time for achieving Practical Completion of the whole of the Works:**	4 Months
1.1.1.15	**The name of the Employer is:**	Dihlabeng Local Municipality
1.1.1.26	**The Pricing Strategy is:**	Re-measurement
1.2.1.2	**The address of Employer:**	
	Physical	Postal:
	9 Muller Street	P O Box 551
	BETHLEHEM, 9700	BETHLEHEM, 9700
	Telephone No: (058) 303 5732	Fax No: (058) 303 4703
1.1.1.16	**Name of Contractor:**	
1.2.1.2	**Address of Contractor**:	

	Physical Address:
	Telephone No : e-mail:.....
5.3.1	**The documentation required before commencement with Works execution are:**
	• Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Performance Guarantee (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Letter of Good Standing with Compensation Commissioner • Construction Notice with the Department of Labour
5.3.2	**The time to submit the documentation required before commencement with Works execution is:** 14 Days
5.8.1	**Non-working days are:** Sundays
	The special non-working days are: Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year; and statutory public holidays.
5.13.1	**The penalty for failing to complete the Works is:** the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.
5.16.3	**The latent defect period is:** 10 years
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.1 The values of the coefficients will be based on the following: A = B = C = D = Base Date = August 2024
6.10.1.5	**The percentage advance on materials not yet built into the Permanent Works is:** 80% provided a cession in favour of the Employer is provided from both the supplier and the Contractor.
6.10.3	**The retention money:** The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.
6.10.5	The defects Liability Period is specified as being 12 Months.
8.6.1	**INSURANCE EFFECTED BY THE EMPLOYER** NIL **INSURANCE EFFECTED BY THE CONTRACTOR** a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:

	1. **CONTRACT WORKS AND SASRIA SPECIAL RISKS** Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works. 2. **PUBLIC LIABILITY** Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R5 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. 3. Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement; 4. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993; 5. Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00; 6. Motor Vehicle Liability Insurance comprising (as a minimum) “balance of Third Party” Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and 7. Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract 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 the endorsement to the relevant Policies of Insurance. 8. The insurance to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance. 9. If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor..
8.6.1.1.3	R Nil
10.4	**Dispute resolution by amicable settlement.**
10.5.3	**The number of Adjudication Board Members to be appointed is:** Nil

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR
1.1.1.9	**Name of Contractor**:
1.2.1.2	**Address of Contractor:**
	Physical:..... Postal: .....
	Type of Security ..... **Contractor's choice** *Indicate "Yes" or No"*
	Performance guarantee of 10% of the Contract Sum.....
	e-mail: ….. Telephone No: …..... Fax No:….....
6.2.1	**The security to be provided by the Contractor shall be one of the following:** *VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages*

SIGNATURE: .....…… DATE: .....
(of person authorized to sign on behalf of the Tenderer)

C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between .....

(hereinafter called the Employer) of the one part, herein represented by: .....

....

in his capacity as: .....;

AND: ....

(hereinafter called the Contractor) of the other part, herein represented by .....

....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO PW-003/2024: BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

for the construction, completion and maintenance of the works;

AND WHEREAS the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the Act);

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.

2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.

5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at .....for and on behalf of the

CONTRACTOR on this the …… day of ……..……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at .....for and on behalf of the **EMPLOYER** on

This the …….. day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C1.3 FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ……..……..……...

Physical address ….……..……..……..

"Employer" means: ……..…….

"Contractor" means: ….……..……..

"Engineer" means: ……..……..

"Works" means: ……...……..

"Site" means: ……..

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contracts 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 of R ……

Amount in words: ……..

"Expiry Date" means "date of Practical Completion"

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate 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 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) ……

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART C2

PRICING DATA

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART C2.1

PRICING INSTRUCTIONS

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C2.1 Pricing Instructions

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

2. The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the supply of all items.

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

   Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The schedule has been drawn up generally in accordance with the latest specifications from manufacturers.

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

5. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

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

   Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

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

   The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

   The works as finally completed in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

   Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

   Quantity : The number of units of work for each item

   Rate : The payment per unit of work at which the Tenderer tenders to do the work

   Amount : The quantity of an item multiplied by the tendered rate of the (same) item

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

Ml	=	milliliters
Mm	=	millimeter
m	=	Metre
L	=	Litres
kg	=	Kilogram
t	=	ton (1 000 kg)
%	=	per cent

9. The Tenderer shall enter a rate or lump sum for each item in BLACK INK

10. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

11. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

12. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

13. Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

14. The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

    a. an alternative item or material is contemplated;

    b. variations of specified components in the make-up of a pay item may be expected; and

    c. no work under the item is foreseen at tender stage by the possibility that such work may be required is not excluded.

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

15. A rate/amount is to be entered against all items in the schedule/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

16. Wherever reference has been made to product names, it also includes all similar Dihlabeng Local Municipality approved product names. Should alternative products be included, all relevant information to be supplied for approval by the Dihlabeng Local Municipality.

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C2.2

Bill of Quantities

C2.2 BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES

ITEM NO.	REF	DESCRIPTION	AMOUNT IN RAND VALUE
SECTION A: PRELIMINARY AND GENERAL			
1		PRELIMINARY AND GENERAL	
2		INLET WORKS	
		SUB-TOTAL: SECTION A	
SECTION B: MECHANICAL AND ELECTRICAL WORKS.			
		MECHANICAL WORKS	
		ELELCTRICAL WORKS	
		SUB-TOTAL: SECTION B	
SECTION C: CIVIL WORKS.			
		INLET STRUCTURE	
		SUB-TOTAL1	
		ADD 10% CONTINGENCIES	R -
		SUB-TOTAL 2	**R -**
		ADD 15% VAT	R -
		TOTAL	**R -**

Time for Completion of the Contract..... (Months) (Max 4 Months)

SIGNED ON BEHALF OF TENDERER:

.....

SECTION A					
Item No	**Description**	**Unit**	**Tendered Quantity**	**Rate**	**Amount**
1	**PRELIMINARY AND GENERAL**	Sum	1		
2	**Inlet Works**				
2.1	Complete refurbishment of front rake screen. Screen ID: 1000mm, Channel depth: 1500, Discharge height: 1800mm, spacing between bars: 10mm, Max flow height: 1000, Material of Manufacture: 304s/s. Drive chain:125mm, Motor & Gearbox: SEW/FLENDER.	No	2		
2.2	Refurbishment of inlet sluice gates	No	1		
2.3	complete refurbishment of the Conveyor belt (motor, gearbox, bearing and belt).	No	1		
2.4	complete refurbishment of the screw Compactor (motor, gearbox, bearing and screw).	No	1		
2.5	Complete refurbish of the Grit Classifier (motor, bearings, screw and Gearbox)	No	1		
2.6	Supply & Install new degritter submersible pump: Type: Flygt chopping impeller, or similar, 5.5kw 380v.	No	2		
2.7	Complete refurbish of davits (manual crane) mechanism for removing degritter pump	No	2		
3	**Inlet Raw Sewer Pumps**				
3.1	Supply and installation of the new pumps Model: Gorman-Rupp T10A60S-B Self Priming Pump, with 55Kw electrical Motor 1470 rpm, 380 Volts 4 foot, with V-belts and pulleys, complete mounted on a stand.	No	3		
3.2	Supply & Install new Non return valves	No	3		
3.3	Supply & Install new air release valves	No	6		
3.4	Sunction 4m line and Delivery Pipework work and alteration for the new pumps using 200 mm, 250mm & 300mm steel pipes, 300mm reducers/flanged both ends T1600, 4 x 300mm x 90 degrees elbows, 2 x 300 mm Sweep T, non-return valves,300mm RSV Gate Valves	Sum	1		

3.5	Complete Refurbishment of T10 Gorman Rupp Pumps(Supply & Install new Rotating Assembly, complete back wear plates)	No	3		
3.6	Dismantling of Gorman Rupp T8 pumps	No	2		
3.7	Connect the new pipe work to the existing pump line to the reactor. Connect to 450mm pipe line. Distance 15m. Supply Gate valve and non return valve 300mm.	Sum	1		
				TOTAL CARRIED TO SUMMARY	

SECTION B		MECHANICAL AND ELECTRICAL			
Item No	**Description**	**Unit**	**Tendered Quantity**	**Rate**	**Amount**
1	**Electrical works at Inlet Works**				
1.1	Complete rewiring of Electrical Panel for (Inlet Screens, Conveyor belts, Screw Compactor, degriter pumps and grit clasifier) including the following: Remote stop/start box (3-off) including emergency stop. The panel must be supplied with new sensors to operate the inlet vertical mechanical screen for high and low levels.	Sum	1		
2	**Flow Meter**				
2.2	Calibrate ultrasonic flow meter and refurbish suporting structures and control box.	No	2		
3	**Gate Valves**				
3.1	Supply and replace 2 x outlet gate valves.				
3.2	Supply and install new electrical panels for the new pumps , star delta starter configuration, with new Isolator, 3x new star delta for 55kw 380Volts, 55kw overloads, new contactors, new float switches (high level and low level), new flip flop switches, 3 new auto and manual switches, Amp meters and hour meter, main breaker and isolator. The panel must have an inter coolong fans.	No	3		
3.3	Complete rewire of electrical panel, star delta starter configuration, with new Isolator, 3x new star delta for 55kw 380Volts, 55kw overloads, new contactors, new float switches (high level and low level), new flip flop switches, 3 new auto and manual switches, Amp meters and hour meter, main breaker isolator and inter coolong fans.	No	3		
3.4	Supply electrical cable from the panels to the pumps 20mm2 4 core	m	380		
3.5	Supply and install new remote emergency stop buttons	No	3		
3.6	Supply and install new remote start and stop switch near the pumps	No	3		
3.7	Supply and install level sensor with alarm for the flood level detection	No	1		
TOTAL CARRIED TO SUMMARY					

SECTION C		CIVIL WORKS. BETHLEHEM WWTW			
Item No	**Description**	**Unit**	**Tendered Quantity**	**Rate**	**Amount**
1	**Inlet Strucuture**				
1.1	Construct concrete pillars to raise conveyer belt at least by 1 meter from the ground. The machinery should be above the flood line.	Sum	1		

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

PART C3

SCOPE OF WORK

DIHLABENG LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF INLET WORKS AT THE WASTEWATER TREATMENT WORKS

C3 SCOPE OF WORK

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B1 : AMENDMENTS TO THE STANDARD SPECIFICATIONS

See relevant sections in BOQ C.66

B2: ADDITIONAL PARTICULAR SPECIFICATIONS

PA1 OHSA 1993 Health and Safety Specification
PA2 Environmental Management Programme
PA3 Baseline Risk Assessment
PA4 Safety, Health Environmental Mandatory Agreement
PA5 Novel Corona Virus (Covid 19) Health and Safety Specifications

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO 1998)**

Although not bound in nor issued with this Document, the following Parts of the COLTO 1998 Standardized Specifications shall apply:

COLTO 1000General
COLTO 3000Earthworks and Pavement Layers of Gravel or Crushed Stone
COLTO 5000Ancillary Roadworks
COLTO 6000Structures
COLTO 7000Sundry Structures
COLTO 8000Sundries

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

SABS 1200: Standard Specification for Civil Engineering Construction
Variations and additions to the various SABS 1200 Standardized Specifications are given in Portion B of the Project Specifications

SANS 10396:2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 to 6(2002): Targeted Construction Procurement

SANS 1921-1(2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2(2004): Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.2 PROJECT SPECIFICATIONS

PS.1 PROJECT DESCRIPTION

This project entails repairs and refurbishment of the Waste Water Treatment Works in Bethlehem/Bohlokong area which includes the assessment, site supervision and quality control of the refurbishment of the Inlet Works

The Scope will include but not limited to the following:

- Refurbishment of two mechanical screens, including the screenings mechanical press.
- Refurbishment/replacement of two pumps in the two conical vortex degritters and screw press
- Refurbishment of 2x outlet gate valves and associated pipework.
- Refurbishment of electrical distribution boards at the inlet works.
- Refurbishment of Screw Compactor and Conveyor belt.
- Refurbishment of three Gorman Rupp T10 pumps, pumping to activated sludge unit and associated pipework.
- Two Gorman Rupp T8 pumps should be replaced with three Gorman Rupp T10 pumps, including related pipes.
- Connection from emergency pond to manhole on the incoming main sewer.

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

Applicable national and international standards: SANS 1200 as well as the Standard Specifications for Road and Bridge Works for State Road Authorities (COLTO 1998 Edition)

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS.3.2 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force available from within the target community and which is at present underemployed.

To this end the Contractor is to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above- mentioned form will be strictly controlled during the contract period and any changes in numbers shall be subject to the approval of the Engineer.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Engineer by the 10th of each month.

The definition of youth being of an age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

Labour Rates

1. **The awarded contractors will be expected to remunerate unskilled labourers at a rate of R225.42 per day / task plus deductions i.e UIF, WC etc subject to annual increase adjustments.**

2. **A Community Liaison Officer (CLO) will be appointed and will / must receive a monthly salary of R 6000 plus R 500 airtime. The cost for a CLO was allowed for separately in the Bills of Quantities.**

   The EPWP reporting data sheets need to be used and these data sheets must be submitted monthly irrespective of whether or not a payment certificate is submitted in terms of the latest cashflow.

PS.3.3 Construction Programme

(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form. to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

PS.3.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS.3.6 Site Establishment *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

This contract is to be executed in an area close to the Caledon River which is the border between South Africa and the Kingdom of Lesotho and as such safety will be paramount. Furthermore all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) Water and Electricity

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

PS.3.7 Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18)*

The Works will be constructed in an area inhabited by people including many children.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

FIND attached PA1 Client health and safety specifications as per construction regulations 5(1)(b), 2014 – Occupational Health and Safety Act No 85 of 1993

PS.3.8 Management of the Environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in PA2 binded in document and will be adhered to.

FIND attached PA2 Environmental Management Programme

PS.3.9 Abnormal Climatic Conditions

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$(Nw–Nn)Rw/Rn \quad f\ (Nw –Nn)>0$$

The symbols have the following meanings respectively:

V	=	Extension of time in calendar days is respect of the calendar month under consideration.
Nw	=	Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
Nn	=	Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
Rw	=	Actual rainfall recorded for the calendar month.
Rn	=	Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of Rn and Nn shall be used.

The factor Rw/Rn shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of Rw/Rn exceeds 2,5 it shall be taken as 2,5.

If Nw for any month is smaller than Nn the formula to be used shall be:

$V^1 = (Nn – Nw)$

The total extension of time for completion shall be the sum of the values of

V minus the sum of the values of V^1 .

Total extension of time = $V-V^1$ **.**

The following are the most reliable values of Nn and Rn available and shall be used unless other values are mutually agreed upon beforehand:

Month	Nn	Rn
January	3	121.7
February	2	103.7
March	2	92.0
April	1	49.4
May	0	24.6
June	0	14.0
July	0	16.8
August	0	18.9
September	1	47.3
October	3	88.4
November	3	112.0
December	3	117.4

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

b) Should an extension of time be granted by the Engineer the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted
Total number of working days in the Contract X Total for time related P&Gs

PS.3.10 Drawings of Record

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

PART B : AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

INTRODUCTION

In certain clauses in the Standard Specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract.

Details of such alternative or additional requirements applicable to this contract will be specified..

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

PART B1 : AMENDMENTS TO THE STANDARD SPECIFICATIONS

PSA GENERAL

PSA.1 MATERIALS(3)

PSA1.1 QUALITY(3.1)

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

PSA.2 PLANT(4)

PSA.2.1 PLANT FOR CONSTRUCTION PURPOSES (No reference)

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.

PSA.2.2 CONTRACTOR'S CAMP(4.2)

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Local Authority regarding the housing of his employees and transporting them to site.

The Contractor shall provide in locations approved by the Engineer, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

PSA8.2 PAYMENT

PSAB1.4 SURVEY FACILITIES (3.2.4)

The Contractor shall make available on site and maintain for use by the Engineer and / or his representative the following:-

a) Two survey assistants as and when required.
b) Two automatic levels (new, with calibration certificates) each with tripod;
c) Two level staffs, all graduated metrically;
d) Two am and one 30m tape measure;
e) four ranging rods;
f) steel pegs – No: 50, 12 mm dia. x 400 mm long; and
g) Two x 1.8kg hammer.

PSAB1.5 HOUSING FOR THE ENGINEER'S STAFF (3.2.5)

No engineer's staff housing is required for this contract.

PSC SITE CLEARANCE

PSC.1 MATERIALS(3)

PSC.1.1 DISPOSAL OF MATERIAL(3.1)

Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his own arrangements in this regard without the written approval of the Engineer.

PSC.2 CONSTRUCTION(5)

PSC.2.1 AREA TO BE CLEARED AND GRUBBED

Areas to be cleared and grubbed shall be classified as follows:

a) General Clearing and Grubbing

Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3M wide.

PA.1 HEALTH AND SAFETY SPECIFICATIONS as per construction regulations

Attached PA1, Client health and safety specifications as per construction regulations 5(1)(b), 2014 – Occupational Health and Safety Act No 85 of 1993 as well as PA4, Safety, Health and Environmental mandatory agreement and PA5 Novel Corona Virus (Covid 19) Health & Safety Specifications.

FIND attached PA4 and PA5 binded in document

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 7 (1) (a) of the Construction Regulations 2014. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PA.2 ENVIRONMENTAL MANAGEMENT PROGRAMME

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in PA2 binded in document Particular Specifications, will be adhered to.

PA.3 BASELINE RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor must have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment must identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it must include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified and must include a monitoring and review plan.

The risk assessment must be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

Find PA3 – binded in this document

PA.4 CONSTRUCTION WORK PERMIT & NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

PA.4.1 Construction Work Permit

Where the project value exceeds R 60 000 000-00 / CIDB grade 7 or the project duration exceeds 12 months / 365 days, the client will apply for a Construction Work Permit in accordance with Regulation 3 (1) of the Construction Regulations of 2014.

The contractor must provide the client / client's agent with the required documentation for the Application of the Construction Work Permit. Failure to provide the documentation timeously may cause undue delays on the contract. The contractor may not claim any time lost due to these delays.

The contractor may not commence any work until the Construction Work Permit is received.

from the Department of Employment & labour. The contractor must erect a sign board to display the Site-Specific Construction Work Permit.

This board must contain the following information in at least 100 mm size alphanumerical:

- The Department of Employment & Labour Logo
- The Contractor's Company Name &Logo
- The Construction Health & Safety Agent's full name & Company Logo
- The Contract Name &Number
- The Site-Specific Construction Work Permit Number

PA.4.2 Notification of Construction Work

After award of the contract, but before commencement of construction work, the contractor who intends to carry out any construction work other than work contemplated in regulation 3(1) of the Construction Regulations 2014, must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will-

(a) include excavation work;
(b) include working at a height where there is risk of falling;
(c) include the demolition of a structure; or
(d) include the use of explosives to perform construction work.

The notification must be done in the form similar to Annexure 2 included on page T.53 (Forms to be completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PA.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PA.6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PA.6.2 Health and safety induction training

The Contractor must ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent onsite.

The Contractor must ensure that every employee on site is in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PA.7 APPOINTMENT OF SAFETY PERSONNEL

PA.7.1 Construction Managers and Supervisors

Construction Manager and Alternate Manager – CR 8 (1)
The Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed in terms of Regulation 8 (1). The construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering with a post graduate experience of five years in the Civil Engineering field.

Assistant Construction Manager(s) – CR 8 (2)
The Principal Contractor must in writing appoint one or more assistant construction managers for different sections thereof in terms of Regulation 8 (2): Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties. The assistant construction manager cannot manage any other site other than the single site for which he has been appointed. The construction manager must have at least a national diploma in civil engineering.

Construction Supervisor(s) – CR 8 (7)
The Principal Contractor must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site in terms of Regulation 8 (7). The construction supervisor cannot supervise any other site other than the single site for which he has been appointed. The construction supervisor must have at least five years' experience supervising construction activities onsite.

Assistant Construction Supervisor(s) – CR 8 (8)
The Principal Contractor must in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in subregulation (7), and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor in terms of Regulation 8 (8): Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties. The assistant construction supervisor cannot supervise any other site other than the single site for which he has been appointed. The assistant construction supervisor must have at least two years' work experience in his specific task in order to supervise employees.

PA.7.2 Construction health & safety officer – CR 8(5)

Due to the nature of the work, the degree of danger likely to be encountered and the accumulation of hazards or risk on the site, the Principal Contractor must in writing appoint one full (Where a Construction Work Permit is Required) or part time (Where the Notification of Construction Work Required) Construction Health & Safety Officer to assist in the control of all health and safety related aspects on the site, in terms of Regulation 8 (5). The Construction Health & Safety Officer must be registered and in good standing with the South African Council for the Project & Construction Management Professions (SACP CMP). Each contractor must appoint his / her Construction Health & Safety Officer who is registered and in good standing with the SACP CMP. The contractors' Construction Health & Safety Officer must conduct at least a weekly site visits and submit weekly reports on the findings on the construction site. The contractor may appoint a consultant to oversee the health and safety on site who must perform the same duties as a part time Construction Health & Safety Officer.

Provision must be made by the Contractor in his rates, to cover the cost of this dedicated construction health & safety officer appointed after award of the contract.

PA.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, must appoint a **health and safety representative** in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees. Although the Act requires 1, SHE representative from 20 employees onwards, this contract requires 1:50 She representatives irrespective of the number on employees on site. The same applies to contractors and sub-contractors.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

PA.7.4 Health and safety committee

In terms of Sections 19 & 20 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

PA.7.5 Competent persons

In accordance with the Construction Regulations the Contractor must appoint in writing **competent persons** responsible for each of the following work situations that may be expected on the site of the works.

(a) Construction Manager, Supervisor and Health & Safety Officer as described in Regulation 8;
(b) Risk assessments as described in Regulation 9;
(c) Fall protection as described in Regulation 10;
(d) Structures as described in Regulation 11;
(e) Temporary Works as described in Regulation 12;
(f) Excavation work as described in Regulation 13 & blasting for excavation work;
(g) Demolition work as described in Regulation 14;
(h) Tunneling as described in Regulation 15;
(i) Scaffolding work as described in Regulation 16;
(j) Suspended platform operations as described in Regulation 17;
(k) Rope Access as described in Regulation 18;
(l) Material hoists as described in Regulation 19;
(m) Batch plant operations as described in Regulation 20;
(n) Explosive powered tools as described in Regulation 21;
Cranes as described in Regulation 22;
(o) Construction vehicle and mobile plant as described in Regulation 23;
(p) Temporary electrical installations and machinery on construction sites as described in Regulation 24;
(q) Use & temporary storage of flammable liquids on construction sites as described in Regulation 25;
(r) Water Environments as described in Regulation 26;
(s) Housekeeping & general safeguarding on construction sites described in Regulation 27;
(t) Stacking and storage on construction sites as described in Regulation 28;
(u) Fire precautions on construction sites as described in Regulation 29; and
(v) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

PA.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(q) A copy of the OHSA 1993 Construction Regulations 2014;
(r) A copy of this Health and Safety Specification;
(s) A copy of the Contractor's Health and Safety Plan (Regulation 7);
(t) A copy of the Notification of Construction Work(Regulation 4);
(u) A health and safety file in terms of Regulation 7(1) (b) with inputs by the Construction Health & Safety Officer - Regulation 8(5&6);
(v) A copy of the risk assessment described in Regulation 9;
(w) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10 and Regulation 18 (2)(b);
(x) Drawings pertaining to the design of structures (Regulation 11 (1) (c)) and Temporary works (Regulation 12 (3) (c)) must be kept onsite;
(y) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
(z) A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
(aa) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19 (5));
(bb) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
(cc) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20 (8));
(dd) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));
(ee) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

PA.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and Regulations.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

Site Establishment

The Principal Contractor must find a suitable position within the construction zone to set up the site camp and laydown areas for construction material. These positions must be approved by the client, local councilor and the engineer. These positions must be agreed between all parties before the site camp and laydown areas are established. The site camp must be fenced using a Bonnox type fence with a minimum of 1,8 metres high with shade cloth. The site camp must have separate pedestrian and vehicular access which must be lockable. Laydown areas must be adequately barricaded using barrier netting of at least 1 metre in height fixed onto timbers poles or 50mm droppers.

The Principal Contractor must erect, separate from the contract sign board, at least 3^{No} construction sign boards. These sign boards must be constructed from sheet metal fixed on metal frames and be at least 1200 x 600mm in size. The sign boards must be fixed using clamps on a minimum of 100-125mm x 3,6 metre CCA treated gum poles. The poles must be inserted at least 800mm into the ground and the sign board must have a clearance of at least 2,2 metres from the ground. The sign boards must be erected at least at the following points:

- One at the entrance to the site camp
- Two upon approaching the construction site (one from each side where construction work with high risk activities is actively taking place).
- The construction sign board must display the PPE required on site as well as the hazards to be encountered while on site. The sign board must also include “No Unauthorized Entry”, Visitors Report to Site Office” & “Danger – Construction Work in Progress”. The contractor must erect a sign board to display the Site-Specific Construction Work Permit. This board must contain the following information in at least 100 mm size alphanumerical:
- The Department of Employment & Labour Logo
- The Contractor’s Company Name &Logo
- The Construction Health & Safety Agent’s full name & Company Logo
- The Contract Name &Number
- The Site-Specific Construction Work Permit Number

The Principal Contractor must make provisions for the set-up of an office container, stores container, portable drinking water, sufficient number of toilets for each gender as well as firefighting & first-aid equipment within the site camp.

Where a truck mounted crane is used to place the containers, the operator must be trained by an accredited training service provider on the SAQA Unit Standard 242978: Operate truck mounted cranes.

The truck must be parked on level and stable ground and have suitable timber sole plates placed underneath the outriggers. All lifting gear / tackle must be inspected, used and maintained by a competent person who has been trained by an accredited training service provider on the SAQA Unit Standard 253575: Inspect, use and care for manual lifting equipment and tackle. No person must walk or stand under elevated loads. All lifting operations must be carried out under the control of a competent banksman.

Where the Principal Contractor requires electricity to the site camp, the electrical installation must be done by a registered electrical contractor who must issue a Certificate of Compliance (COC) in the form of Annexure 1 of the Electrical Installations Regulation of 2015, after the installation is completed. This installation must be inspected by a competent person at least weekly in terms of Regulation 24 (d) of the Construction Regulations of 2014 and the results of such inspections recorded in a register provided for that purpose. All electrical installations must comply with the Electrical Installations Regulation of 2015.

The site camp must be controlled by means of lockable gates as well as the placement of security personnel. The security must be trained on the use of the fire extinguisher and be provided with a list of emergency contact details, suitable shelter, welfare facilities and flashlight. The site camp is to be locked and remain secured after hours. No fuel, loose tools or equipment must be left unattended, these must be locked away in suitable storage facilities. All persons entering the site must undergo a site-specific induction.

All mobile plant which is parked at the site camp must have chock blocks and their blades, buckets and booms fully lowered when parked. Drip trays must be placed under the engine compartment of each mobile plant to contain any oil or fuel spills.

The Principal Contractor must ensure that sufficient bins are provided for the safe disposal of waste generated from the construction activities. All waste to be removed off site at least weekly and disposed of at a registered landfill site. Receipts must be obtained as proof of disposal.

The Principal Contractor must ensure that the site camp complies

with the local bylaws. Surveying

The surveying is to be done by a suitably qualified surveyor who has at least a National Diploma in Civil Engineering and specializing in Surveying. The survey team must be inducted & trained, by the appointed Construction Health & Safety Officer, on the company's plans, policies, procedures and risk assessments prior to commencing with work on site.

Traffic Accommodation

Due to the number of road crossings and work along public roads, the Principal Contractor must appoint a competent as a Traffic Safety Officer in terms of COLTO 1502 (i). The Principal Contractor must compile a site-specific Traffic Management Plan and submit it to the Client's Agent for approval. Once approved, the content of the Traffic Management Plan must be communicated to all site personnel.

Proving & Relocation of Existing Services

The Principal Contractor must obtain a copy of the updated services layout drawings from the local municipality which must be used as a guide for the proving of underground services. All identified services must be clearly identified and barricaded once located. Extreme care must be taken in order not to damage any of the existing services. The location and type of existing services must be communicated to all site personnel. The relocation of the services must be done by the local municipality or with instruction of the engineers by competent sub-contractor or persons appointed by the Principal Contractor.

Clearing & Grubbing

The Principal Contractor must ensure that the clearing and grubbing is done in accordance with the client's specification. All material to be spoiled at a suitable spoil site. Topsoil to be stored on site for future use and maintained during the construction phase. The Principal Contractor must ensure that dust is kept to a minimum during the construction phase. All construction vehicles must be operated in accordance with Regulation 23 of the Construction Regulations of 2014.

Excavation Work

The Principal Contractor must ensure that all excavation work is carried out under the supervision of a competent person who must be appointed in writing. All excavations must be suitably barricaded at the end of each shift or when not being worked on. All excavation work must be carried out in accordance with Regulation 13 of the Construction Regulations of 2014.

Installation of Bulk & Reticulation Pipelines

The Principal Contractor must ensure that all pipes are laid in accordance with the client's specifications. All pipes to be stacked on level ground with suitable chocks to prevent them from rolling. Half-filled sandbags can be used as chocks. All pipe stacks must be suitably barricaded to prevent the public from accessing them.

Construction of Thrust & Anchor Blocks

The Principal Contractor must ensure that all Thrust & Anchor Blocks are constructed in accordance with the engineers' specifications. All concrete to be shuttered by means of timber shutters or similar means of containing the concrete. All excavations where Thrust& Anchor Blocks are constructed must comply with Regulation 13 of the Construction Regulations of 2014. All steel fixing, shuttering and concrete work must be carried out under the supervision of a competent Construction Supervisor appointed in terms of Regulation 8 (7) of the Construction Regulations of 2014. Employees must be issued with and instructed to wear rubber (Gum) boots and plastic-coated gloves when working with concrete.

Installation of Valves & Fittings

The Principal Contractor must ensure that valves & fittings are supplied and installed in accordance with the designer's specifications. Correct lifting equipment must be used for the installation of the valves and fittings. All lifting equipment must be load tested and have supporting load test certificates. All lifting

equipment must be tagged with a Safe Working Load (SWL). All lifting equipment must be inspected by a competent person at least every three months. The Principal Contractor must take into account pinch points and working space when installing valves and fittings and take the necessary precautions to prevent injuries.

Bridge Crossings

The Principal Contractor must ensure that all bridge crossings are constructed in accordance with the designer's specifications. The Principal Contractor must ensure that Regulations 10, 12, 16 and 26 of the Construction Regulations are complied with regarding fall protection, temporary works, scaffolding and water environments.

Road Crossings

The Principal Contractor must ensure that all road crossings are constructed in accordance with the designer's specifications. The road crossings must be done in accordance with the Principal Contractor's approved Traffic Management Plan. The Principal Contractor must ensure that no excavation is left open overnight in the road. All excavations must be backfilled within the same day. Where road crossings cannot be backfilled, steel plates with a minimum if 12mm thickness must overlap on the excavations so that vehicles van drive over without being damaged. The steel plates must extend at a reasonable length as determined by the engineer so that the plate does not slide off and fall into the excavation.

River Crossings

The Principal Contractor must ensure that all river crossings are constructed in accordance with the designer's specifications. When excavating for the riverbed, the Principal Contractor must ensure that all excavation work is carried out in accordance with Regulation 13 of the Construction Regulations, 2014. When working near or over water, the Principal Contractor must ensure that all work is carried out in accordance with Regulation 26 of the Construction Regulations, 2014.

Construction of Pressure Reducing Valve (PRV) & Meter Chambers

The Principal Contractor must ensure that all building works are in accordance with the National Building
Regulations and the client's specifications. The Principal Contractor must ensure that steel piping and ladders are supplied and installed in accordance with the designer's specifications. All pipe fabrication to be done off site. Only minor adjustments to be done
on site. The welders performing steel fabrication work must be trained by an accredited training institute on SAQA Unit Standard 119753: Perform basic welding/jointing of metals. All welding must comply with Regulation 9 of the General Safety Regulations, 2003.

All bricks to be stacked on level ground and stacks must not be placed on top of each other. Mixing of mortar must take place on an impermeable surface to prevent ground contamination. All employees working with dry cement powder must be issued with & instructed to wear dust masks and be trained on the MSDS for cement. The Principal Contractor must ensure that housekeeping is always maintained on site and that all damaged bricks, used straps, empty cements bags and general construction waste is disposed of correctly.

Construction of Air Valve Chambers

The Principal Contractor must ensure that all pre-cast rings are supplied and installed in accordance with the designer's specifications to construct the Air Valve Chambers. Correct lifting equipment must be used for the installation of the pre-cast rings. All lifting equipment must be load tested and have supporting load test certificates. All lifting equipment must be tagged with a Safe Working Load (SWL). All lifting equipment must be inspected by a competent person at least every three months.

Construction of Isolating & Scour Valve Chambers

The Principal Contractor must take into account pinch points and working space when installing concrete spacers to construct the Isolating & Scour Valve Chambers and take the necessary precautions to prevent injuries. The Principal Contractor must ensure that Regulation 28 of the Construction Regulations of 2014 is considered when stacking and storing concrete spacers.

Installation of Pipe Markers

The Principal Contractor must take into account pinch points and correct lifting procedures when installing concrete pipe markers and take the necessary precautions to prevent injuries. The Principal Contractor must ensure that Regulation 28 of the Construction Regulations of 2014 is considered when stacking and storing pipe markers.

Pipe Testing & Commissioning of Works

The Principal Contractor must ensure that pipe testing is carried out in accordance with the designer's specifications. All plant and equipment used for the testing must be operated by trained and authorized personnel who must inspect such equipment prior to each use and the results of such inspections recorded in registers provided for that purpose.

The Construction Supervisor must sign off daily on the registers and action any deviations noted by the operators prior to using the plant or equipment.
On completion of the project, the Principal Contractor must ensure that the commissioning of the pipeline is done in accordance with the designer's specifications. The entire installation or parts thereof must then be handed over to the client upon completion.

PA.10 MEASUREMENT AND PAYMENT

PA.10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

C3.4 DRAWINGS

CONTENTS

PART	HEADING	PAGE NO.
C3.4.1	General Information pertaining to the Drawings	C 3-4-3
C3.4.2	Drawing Register	C 3-4-3

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C3.4 DRAWINGS

C3.4.1 GENERAL INFORMATION PERTAINING TO THE DRAWINGS

The design drawings that are to be found bound into the project document, are based on preliminary information and are to be used for tender purposes only.

C3.4.2 DRAWING REGISTER

The following drawings are issued separately in the Book of Drawings:

The following reduced (A3) drawings are enclosed herewith:

Drawing No.	Description
W01/01-1	Notes
W01/02-1	D3 Drawings : Details & Sections
W01/03-1	Layout and elevation
W01/04-1	Raw water abstraction exploration drilling layout
W01/05-1	Raw water abstraction exploration set out plan
W01/06-1	Locality plan
W03/01-1	Pump house layout & sections
W03/01-2	Pump house details & sections
W03/01-3	Roof slab & railing wall layout
W03/02-1	Gravel trap layout sections & details
W03/03-1	Northern abutment layout & details
W03/04-1	Southern abutment layout & details
W03/05-1	Weir layout and details
W03/06-1	Dividing wall layout and details
W03/07-1	Settler pond layout and section
W03/08-1	Surface finishes plan
W04/01-1	Gantry layout on top of pump station
W04/01-2	Section A and B
W09/01-1	Pump house layout & sections reinforcement
W09/01-2	Pump house details & sections reinforcement
W09/01-3	Roof slab & railing wall layout reinforcement
W09/02-1	Gravel trap layout, sections & details reinforcement
W09/03-1	Northern abutment reinforcement layout and sections
W09/04-1	Southern abutment reinforcement layout and sections
W09/05-1	Weir reinforcement layout and section
W09/06-1	Dividing wall reinforcement layout & sections

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PART C4

SITE INFORMATION

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APPOINTMENT OF A SERVICE PROVIDER BOHLOKONG REFURBISHMENT OF THE INLET AT THE WASTEWATER TREATMENT WORKS

C4 SITE INFORMATION

C4.1 Location of the Site

The project is located in Bethlehem situated in the north-east of the Free State Province. Bethlehem is located at approximately the following coordinates:
28o15'06" S
28o18'45" E at 1 640 m above sea level

C4.2 Access to Site

The Bethlehem Wastewater Treatment Works is situated 3 km to the north of the Central Business District, in the southern parts of the Bethlehem Industrial Area. The plant is reached by travelling north in Cambridge Street and turning east in Kemp Street until the plant is reached about 1,7 km from the turn off out of Cambridge Street.