

O. R. TAMBO DISTRICT MUNICIPALITY



O.R. TAMBO
DISTRICT MUNICIPALITY

CONTRACT NO.: MIS 266 088 C

**NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME
PHASE 2A: CONSTRUCTION OF A 15ML/D WATER TREATMENT WORKS
(CIVIL ENGINEERING WORKS)**

CONTRACT 3

VOLUME 1: RETURNABLES

JANUARY 2025

NAME OF TENDERER:

TENDER AMOUNT:

CSD SUPPLIER NUMBER:

CLOSING DATE & TIME: 14 MARCH 2025 AT 12H00

Prepared for:

The Municipal Manager
O. R. TAMBO District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

Prepared by:

The Infrastructure Water and Sanitation Services
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6425

GENERAL TENDER INFORMATION

TENDER ADVERTISED : 24 January 2025

ESTIMATED CIDB CONTRACTOR GRADING : 8CE PE or 9CE

COMPULSORY BRIEFING AND COMPULSORY SITE VISIT SESSION : 10h00 04 February 2025
Meeting point coordinates:
S 31°32'46", E 29°01'13"

CLOSING DATE : 14 March 2025

CLOSING TIME : 12:00

CLOSING VENUE : Tender Box
O. R. Tambo District Municipality
MTHATHA

BID SUBMISSION : Sealed bids clearly marked **Tender No. MIS 266 088 C: Ntsonyini Ngqongweni Regional Water Supply Scheme Phase 2A: Construction of a 15Mℓ/d Water Treatment Works (Civil Works)** and submitted to ORTDM Offices.

Insert large envelope or parcel containing Volume 1 of the Tender Document only (**not other volumes**) and accompanying returnable documents file into the tender box on or before the closing date and time.

Telephonic, telefaxed, facsimile, electronic, e-mailed or late bids will **not** be accepted.

TENDERER'S REPRESENTATIVE CONTACT INFORMATION:

NAME OF TENDERER:

CONTACT PERSON:

TELEPHONE NUMBER: CODE.....NUMBER.....

CELL PHONE NUMBER:.....

EMAIL ADDRESS:.....

PLEASE CHECK

x / √

- 1. That you have read all the pages of the tender document.
- 2. That you have completed ALL the forms required to be completed in NON-ERASEABLE INK.
- 3. That your arithmetic calculation in the pricing schedule is correct.
- 4. That you have attached ALL necessary documentation relating to the Composition of the tendering entity, i.e.
 - (a) Company registration documents naming the shareholders and Directors / members of the company, close corporation etc.
 - (b) Joint venture agreement, if tendering entity is a joint venture.
- 5. That only the **required** tender documents are submitted (Volume 1 and file with supporting documents, but not Volume 2 or the Tender Drawings) .
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- 6. That the **FORM OF OFFER** is completed in full and signed.
- 7. That ALL returnable documents are submitted.
- 8. That ALL returnable schedules are completed and signed.
- 9. Ensure that your tender is submitted by **12h00** on the closing date of the tender.

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Part T2: Returnable documents		
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T2.2	Returnable Documents for Tender Evaluation Purposes	Yellow
T2.3	Returnable Documents Incorporated into the Contract.	Yellow
The Contract		
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C1.3	Tenderer's Direct Participation of Targeted Labour	White
C1.4	Specification for SMME Sub-Contractor Employment	White
C1.5	Performance Guarantee (Pro Forma)	White
C1.6	Adjudication	White
C1.7	Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)	White
Part C2: Pricing data		
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C2.2	Schedules of Quantities	Yellow
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C3.2	Engineering	Blue
C3.3	Procurement	Blue
C3.4	Construction	Blue
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O. R. TAMBO DISTRICT MUNICIPALITY

BID NO: MIS 266 088 C

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF A 15ML/DAY WATER TREATMENT WORKS (CIVIL WORKS)

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T1: Tendering Procedures

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



O. R. TAMBO DISTRICT MUNICIPALITY

BID NO: MIS 266 088 C

NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF A 15ML/DAY WATER TREATMENT WORKS (CIVIL WORKS)

TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Water Services Infrastructure Grant under the O. R. TAMBO District Municipality.

Tender Information

Tender No	:	MIS 266 088 C
Tender Description	:	Ntsonyini Ngqongweni Regional Water Supply Scheme Phase 2A: Construction of a 15M ℓ /d Water Treatment Works (Civil Works)
Tender Advertised	:	Friday, 24 January 2025
Tender Closing	:	14 March 2025 at 12:00 at ORTDM Tender Submission Box at Address.
Compulsory Attendance	:	The municipality will not repeat any matters already covered in the compulsory briefing session or site visit to the bidders who arrive more than 10 minutes late to the meetings, nor will it allow such bidders to complete the attendance registers. Any bid received from a bidder who did not attend the briefing meeting and sign the attendance register will not be considered.
Compulsory briefing and Site inspection session date and Time	:	Tuesday 04 February 2025, 10h00
Estimated CIDB	:	Main contractor 8CE PE or 9CE.
Evaluation Criteria	:	First stage: Minimum Requirements Second Stage: Minimum of 80 points for Functionality Criteria Third Stage: 90/10 Price and preference points system.

Tender Information

Bid Documents	:	Tender documents will NOT be made available at the compulsory briefing session or site visit. <i>Bid documents should be downloaded on the e-Tender website (www.etenders.gov.za) alternatively on the O. R. TAMBO website (www.ortambodm.gov.za) at no cost.</i>
Bid submission	:	Sealed bids clearly marked Tender No. MIS 266 088 C: Ntsonyini Ngqongweni Regional Water Supply Scheme Phase 2A: Construction of a 15M³/d Water Treatment Works (Civil Works) and submitted in the Open Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. Insert large envelope or parcel containing Volume 1 of the Tender Document only (no other volumes) and accompanying returnable documents file into the tender box on or before the closing date and time. Telephonic, telefaxed, facsimile, electronic, e-mailed or late bids will not be accepted. It must be expressly understood that the Municipality does not accept responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s). Tender submissions will be opened in public on the closing date and time at the municipality. The Municipality reserves the right not to accept the lowest priced tender or any tender at all, or to accept the whole or part of any tender.

Contact Details	:	ORTDM Infrastructure and Sanitation Services: <i>For Technical enquiries:</i> Mr. N. Noto Email: nkosiyabon@ortambodm.gov.za Number: 047 501 6425 <i>For Supply chain related enquiries:</i> Mr. S. Hopa, Email: sakhiwoh@ortambodm.org.za Number: 047 501 6449
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TENDER EVALUATION PROCEDURE

The tender submissions will be evaluated in three stages. To meet the minimum conditions of the tender, a tender offer must be deemed responsive after the evaluations in Stages 1 and 2. If the offer is responsive at these stages, it will then be scored according to the Preferential Procurement Policy Framework Regulations, 2022, during stage 3. The stages are as follows:

- Stage 1 – Mandatory Requirements
- Stage 2 – Functionality
- Stage 3 – Price and Specific Goals

Item	Prerequisite
Stage 1 of Evaluation: Mandatory Requirements	Required
Stage 1: Compliance with Bid Rules and other Requirements	Required
The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.	Required
The form of Offer and Acceptance	Required
Audited financial statements for any tender price over R10 million	Required
Certified company registration documents and ID of members	Required
Form C: Compulsory Enterprise Questionnaire	Required
Form D: Certificate of Authority for Signature	Required
Form E: Amendments, Qualifications and Alternatives	Required
Form H: Certificate of Good Standing	Required
Form I: Relevant company experience	Required
Form J: Details of key staff and CVs	Required
Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2012	Required
All information supporting the above forms	Required
Addenda issued during the bid period, if any.	Required
The pricing schedule	Required
Failure to supply the required information will compromise the bid	Required
All information supporting the above forms	Required
Addenda issued during the bid period, if any.	Required
The pricing schedule	Required
Stage 2 of Evaluation: Functionality	Min 80/100
Company Experience with respect to similar projects	60
Experience of key staff assigned to the contract	40
Stage 3 of Evaluation: Price & Specific Goals	100
Price	90
Specific Goals	10

Only bidders who score 80 points or more on stage 2 will be evaluated further and therefore eligible for award. The maximum score for functionality shall be 100.

STAGE 1: MANDATORY REQUIREMENTS EVALUATION

Tenders offers will be checked for compliance and completeness for the specified documentation. The Tender must fully comply with all the requirements specified in this section to be considered in the next stage. Tender offers that do not comply with these requirements are considered non-responsive.

Returnable documents to be submitted with bid:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners/ members.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.
- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors.
- Fill and properly sign the form of offer.
- Attach proof of registration with CSD.
- Proof of Registration with CIDB.
- Attach audited annual financial statements of the bidding entity (for projects in excess of R10 million).
- Attach unaudited annual financial statements for close corporations and companies if the public interest score is below 350 in line with the companies act of 2008.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside if in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).

NOTE: Joint Ventures and Consortiums will only be considered provided they submit consolidated company registration documents and **on award** will be required to submit a joint venture or consortium bank account and a joint venture or consortium SARS Tax PIN.

NOTE: Certification of documents must not be more than six (6) months from date certified by commissioner of oaths.

STAGE 2: FUNCTIONALITY EVALUATION

Tender offers will be allocated a functionality score out of 100 in terms of the Functionality Criteria given. The score will be determined by the Employer, based on interpretation of the comparative quality of the various tender offers, as evidenced by the documentation provided in the tender offer.

The Minimum Conditions of Tender that tender offers must attain to be deemed responsive is **80** out of **100**. Tenderers whose tender offer does not achieve this minimum qualification score will be rejected as non-responsive.

Refer to Tender Data for more information.

STAGE 3: PREFERENTIAL POINTS EVALUATION

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The lowest tender will not necessarily be accepted, and the Municipality reserves right to accept the whole or part of any tender

or not to consider any tender not suitably endorsed. A 90/10-point system shall apply where 90 points is allocated for price and 10 points allocated for specific goals of contributor as follows:

The specific goals allocated points in terms of this tender	Number of points Allocated on 90/10 system
Promotion of 51% Black-owned enterprises	4
Promotion of 100% Women-owned enterprises	2
Promotion of 100% Youth-owned enterprises	2
Where the enterprise head office or primary place of business is located within O.R. Tambo District.	2

Tenderers must submit copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.

CONDITIONS OF THE TENDER WITH REGARDS TO SUB-CONTRACTING

It is a condition of contract that successful tenderer must subcontract a minimum of 30% of the value of the contract (excluding provisional sum / prime cost amounts) to local SMME's. The main contractor shall earmark a portion of works to this value to be sub-contracted. The Tenderer shall provide. A provisional sum will cover the difference between the value of the reserved section at tendered rates and the subcontractor's agreed negotiated value which includes his P&G costs. The scope of work earmarked for the local subcontractor will be adjusted to achieve the required minimum 30% participation goal if found to not meet this condition of tender upon award.

SURETY

It is a condition of contract that a valid surety guarantee is submitted. Deduction of 10% of the amount certified for payment in lieu of a surety will not be accepted. Before award, the preferred bidder will be required to produce a letter from their proposed surety provider stating that arrangements have been confirmed for providing a surety if the named tenderer is awarded the contract.

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

Technical enquiries: Mr. N. Noto, telephone number 047 501 6425 or email: nkosiyabon@ortambodm.gov.za.

All Supply Chain Management enquiries may be directed to Mr. S. Hopa, telephone number 047 501 6449 or Email: sakhiwoh@ortambodm.org.za during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

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Municipal Manager

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled “Annex C” of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 with its originally published page numbers “21” to “31” is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework Act, 2000: Preferential Procurement Regulations, 2022 published in Government Gazette No 47152 dated 4 November 2022. The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause	
C.1.1.1	<p>The Employer is: O. R. Tambo District Municipality Private Bag X6043 Mthatha, 5099 Tel: (047) 501 6400 Email: nkosiyabon@ortambodm.gov.za Contact person: Mr. N. Noto</p>
C.1.2	<p>The Tender documents issued by the Employer comprise of three volumes and consist of the following:</p> <p>Tender (Volume 1)</p> <p>T1.1 Tender Notice and invitation to Tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract</p> <p>Contract</p> <p>Part C1 : Agreements and Contract Data</p> <p>C1.1 Contract Agreement C1.2 Contract Data C1.3 Pro-forma Performance Guarantee C1.4 Disputes and Arbitration C1.5 C1.5 Occupational Health And Safety Agreement</p> <p>Part C2 : Pricing Data</p> <p>C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3 : Scope of Works (Volume 2)</p> <p>C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Standard Specification C3.7 Variations and Additions to Standard Specifications C3.8 Particular Specification</p> <p>Part C4 : Site Information</p> <p>C4 Site Information</p> <p>Part C5 and C6 : Book of Drawings and Annexures (Volume 3)</p> <p>C5. Tender Drawings C6 Annexures</p>

C.1.3	<p>Interpretation 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 tender conditions.</p>
C.1.3.4	<p>Add the following new Clause: Communication: Communication with all stakeholders shall be through the O. R. Tambo Municipality's PMU Manager. Communication shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p>
C.1.4	<p>The employer's agent is: SMEC South Africa (Pty) Ltd 28 Tecoma Street Berea East London 5241 Tel : (041) 363 6777 Email: Juan.Kampman@smec.com Contact Person : Mr. J. Kampman</p>
C.1.5	<p>The employer's right to accept or reject any tender offer</p>
C.1.5.1	<p>Reject or accept The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
C.1.6	<p>Procurement procedures</p>
	<p>A contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>
C.1.6.1	<p>The competitive negotiation procedure shall be applied. The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation: a) Does not allow any preferred tenderer a second or unfair opportunity. b) Is not to the detriment of any other tenderer; and c) Does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes.</p>
C.2	<p>Tenderer's obligations</p>
C.2.1	<p>Add the following to the clause: Tenderers are to note the following eligibility criteria: 1) CIDB Registration and Grading a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 8CE PE or 9CE class of construction work, are eligible to have their tenders evaluated. b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: 1) the Employer is satisfied that such a Contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and</p>

- 2) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
- c) Joint ventures are eligible to submit tenders provided that:
- 1) every member of the joint venture is registered with the CIDB;
 - 2) the lead partner has a contractor grading designation in the **9CE** class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status; or
- 3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an **8CE PE or 9CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- a) Accept that all returnable documents and schedules which are required to be certified are done so by a **registered Commissioner of Oaths** of the Republic of South Africa.
- b) The **bidder's primary business** is to provide supplies or services as per the bid invitation
- c) **The Tenderer has not:**
- (i) Abused the Construction Industry Development Board System; or
 - (ii) Failed to perform on any previous contracts and has been given a written notice to this effect.
- d) The Tenderer or any of its Directors is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- e) Only **authorised signatories** may sign the original and all copies of the tender offer where required in terms of Clause C.2.13.4 of these conditions of tender.
- f) The tenderer should have the necessary **professional indemnity insurance cover** by a reputable insurer in an amount specified in the contract data.
- g) **Certified original valid tax clearance certificate:**
Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and should be able to submit an **original tax clearance certificate** issued by SARS. Each party to a Consortium/Joint Venture should be able to submit a separate valid Tax Clearance Certificate and attach it to the schedule.
- h) The tenderer should be able to complete the **Compulsory Enterprise Questionnaire** and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract.
- i) **Municipal Bidding Documents (MBD)**
The following standard MBD's should be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:
- (i) MBD 1: Invitation to bid and company information
 - (ii) MBD 2: Tax clearance certificate requirements
 - (iii) MBD 4: Declaration of interest
 - (iv) MBD 5: Declaration for procurement above 10 million
 - (v) MBD 6.1: Preference points claim form
 - (i) MBD 8: Declaration of bidder's past supply chain management practices
 - (ii) MBD 9: Certificate of independent bid determination
- j) **The tenderer should be able to submit the following:**
- (i) Certified copy of certificate of Incorporation if tenderer is a company
 - (ii) Certified copy of founding statement if tenderer is a closed corporation
 - (iii) Certified copy of Partnership agreement if tenderer is a partnership
 - (iv) Certified copy of Identity document if tenderer is a one-man concern
 - (v) Certified copy of joint venture agreement if tenderer is a joint venture.
- k) **Certified Copy of VAT Registration Certificate (if VAT No not stated on original tax clearance:**
The tenderer should be able to submit a Certified copy of his VAT registration Certificate if his VAT number is not stated on the original tax clearance and attach it to the schedule.

	<p>l) Certified copy of latest Unemployment Insurance Fund (UIF) return (if not stated on original tax clearance): The tenderer should be able to submit a certified copy of his latest UIF return if his UIF contributions are not stated on the original tax clearance and attach it to the schedule.</p> <p>m) Original (or certified copy) rates clearance certificate: The tenderer should be able to submit original (or certified copy) rates clearance certificates or a certified copy of the lease agreement and attach it to the schedule.</p> <p>n) The Tenderer should be able to attach certified proof of expenditure on skills development as per the Skills Development Levies Act, 1999.</p> <p>o) The tenderer should be able to attach certified proof of registration and in Good Standing with the Compensation Commissioner or with a licensed compensation insurer.</p> <p>p) The Tenderer should be able to attach a certified copy of confirmation from the Department of Labour that their Employment Equity Policy has been submitted in terms of Employment Equity Act, 55 of 1998.</p> <p>q) The tenderer should be able to provide financial statements prepared in accordance with Generally Accepted Accounting Practice (GAAP) or the International Financial Reporting Standard (IFRS) for the preceding financial year within 6 months of the financial year end, and in terms of Clause F.2.18.1 of these conditions</p> <p>r) The tenderer should be able to provide a bank grading letter with a grade determined for this particular tender.</p> <p>Tenderers should have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>
C.2.1.2	<p>CIDB Grading The required CIDB grading for this project is 8CE PE or 9CE.</p>
C.2.2	<p>Cost of tendering Accept that the Employer will not compensate the tenderers 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 satisfy requirements.</p>
C.2.3	<p>Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright 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.</p>
C.2.5	<p>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.</p> <p>Add the following:</p> <ul style="list-style-type: none"> ▪ "South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction", (SANS 1200)" ▪ "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017" published by the Fédération Internationale des Ingénieurs-Conseils" (hereinafter referred to as the "FIDIC Red Book). ▪ "Preferential Procurement Regulations, 2022" published in Government Gazette No 47452 dated 4 November 2022 ▪ "Construction Regulations, 2014" ▪ "Occupational Health and Safety Act", 1993 (Act No. 85 of 1993)
C.2.6	<p>Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>

C.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Date: Tuesday 04 February 2024 Starting time: 10h00</p> <p>Location: Nyandeni Local Municipality, Libode Municipal Offices, then proceed to site</p>
C.2.8	<p>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.</p>
C.2.10	<p>Pricing the tender</p>
C.2.10.1	<p>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.</p>
C.2.10.2	<p>Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p>
C.2.10.3	<p>Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the Contract data.</p>
C.2.10.4	<p>State the rates and prices in South African Rand</p>
C.2.11	<p>Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
C.2.12	<p>Alternative tender offers A Tenderer may, together with his tender for the original designs and specifications contained in the Tender Document, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third-party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements.</p> <p>Tenders An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p>
C.2.13.5	<p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p>Location of Tender box: Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. Physical address: O. R. Tambo House, Nelson Mandela Drive, Mthatha</p>
C.2.14	<p>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.</p>
C.2.15	<p>Closing time The closing times for submission of Tenders are 12:00 14 March 2025.</p>
C.2.15	<p>Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.</p>
C.2.16	<p>Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data.</p>
C.2.16.1	<p>The tender offer validity period is 90 days. Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>

C.2.17	<p>Clarification of tender offer after submission</p> <p>The tenderer shall 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.</p>
C.2.18	<p>Provide other material</p> <p>The tenderer shall, when requested by the Employer to do so, 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.</p>
C2.20	<p>Submit securities, bonds, policies</p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.2.23	<p>The tenderer is required to submit with his tender:</p> <p>(1) a valid Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page). (4) Proof of registration with CIDB (5) Certified copies of the original green bar-coded ID copies of Members of the companies.</p>
C.3	<p>The employer's undertakings</p>
C.3.1	<p>Respond to requests from the tenderer</p>
C.3.1.1	<p>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.</p>
C.3.2	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
C.3.4	<p>Opening of tender submissions</p>
C.3.4.1	<p>The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
C.3.4.2	<p>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.</p>
C.3.4.3	<p>The Employer shall not be obliged to make available the record outlined in C.3.4.2 to any tenderer who fail to attend the tender opening.</p>
C.3.6	<p>Non-disclosure</p> <p>The Employer shall 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.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>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.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies</p>
C.3.9.1	<p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>

C.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 40px;">i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p style="padding-left: 40px;">ii) The summation of the prices.</p>
C.3.9.3	<p>Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.</p>
C.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
C.3.11	<p>Evaluation of tender offers</p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 80 points for quality (functionality), which will be explained in Stage 2 below.</p> <p>Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.</p> <p>The stages of evaluation are as followed.</p>
	<p>Stage 1: Compliance with Bid Rules and other Requirements</p> <p>The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.</p> <ul style="list-style-type: none"> • The form of Offer and Acceptance • Audited financial statements for any tender price over R10million • Certified company registration documents and ID of members • Form C: Compulsory Enterprise Questionnaire • Form D: Certificate of Authority for Signature • Form E: Amendments, Qualifications and Alternatives • Form H: Certificate of Good Standing • Form I: Relevant company experience • Form J: Details of key staff and CVs • Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 • All information supporting the above forms • Addenda issued during the bid period, if any • The pricing schedule. <p>Failure to supply the required information will compromise the bid.</p>

STAGE 2: MINIMUM CONDITIONS OF TENDER/FUNCTIONALITY EVALUATION		
ITEM		WEIGHT
Minimum Conditions of Tender / Functionality (see detailed criteria below)		100
• Experience with respect to similar projects		60
• Qualifications and Experience of key staff assigned to the contract		40
<p>Only bidders who score 80 points or more on stage 2 will be evaluated further and therefore eligible for award.</p> <p>The maximum score for functionality shall be 100, distributed as follows:</p> <p>Tender functionality / quality claimed</p>		
	Category of Quality / Functionality	Maximum tender evaluation points provided
B1.1	<p>Experience on similar projects: Proven experience in the construction of Water Treatment Works or Wastewater Treatment Works. (Minimum design capacity of 10MI/d. Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. If the value of completed project is not reflected on the certificate, provide contractor's appointment or letter from the Employer with values. Projects submitted for scoring must have been completed within the last 15 years. These projects should include reinforced concrete water-retaining structures specifically used in filters, clarifiers, flocculators, or other water treatment process units. Projects only involving reservoirs and/or pump stations will not be considered. Wastewater projects of similar scale and complexity will be considered. Packaged plants will not be considered.</p>	60
	At least THREE construction contracts of a similar nature of each individual value of at least R 120 million each, successfully completed within the last 10 years.	60
	At least TWO construction contracts of a similar nature of each individual value of at least R 100 million each, successfully completed within the last 10 years.	30
	The Contractor has less than TWO Construction Contracts of a similar nature of each individual value of at least R 100 million each, successfully completed within the last 10 years or the Contractor failed to provide evidence of experience.	0
B1.2	<p>Qualifications and Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract, i.e. different personnel must be assigned for each of the following key positions) Contracts Manager = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP as a Pr. CPM or Pr. CM, Construction Manager (Site Agent) = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP as a Pr. CPM or Pr.</p>	40

	CM, SMME Construction Manager = Minimum B-Tech or BSC Civil Engineering or higher NQF level 7 with Professional Registration with ECSA as Pr Eng or Pr Tech or with Professional Registration with SACPCMP as a Pr. CPM or Pr. CM, Foreman = Must have a minimum of N3 or equivalent qualification with favourable previous experience in the Civil Engineering (Built Environment) and have experience working on at least one WWTW or WTW project, as a Foreman on Civil Engineering construction sites. Bidders must submit CV's/Resume and contactable references.		
	Contracts Manager, Construction Manager (Site Agent), SMME Construction Manager and Health and Safety Officer		
	Favourable previous experience in the Civil Engineering field and having worked as Contracts Manager on at least one project with a minimum value of R60 million or more, have experience working on at least one WWTW or WTW project, with a minimum of 10 years; Contracts Manager = 15 points, 6 – 9 years = 10 points & 3 – 5 years = 8 points.	15	
	Favourable previous experience in the Civil Engineering field and having worked as Construction Manager (Site Agent) on at least one project with a minimum value of R50 million or more, have experience working on at least one WWTW or WTW project, with a minimum of 5 years; Construction Manager (Site Agent) = 10 points, 3 – 4 years = 8 points & 1 – 2 years = 6 points.	10	
	Favourable previous experience in the Civil Engineering field and having worked as SMME Construction Manager on at least one project with a Minimum value of R50 million or more, with a minimum of 5 years; SMME Construction Manager = 8 points, 3 – 4 years = 6 points & 1 – 2 years = 4 points.	8	
	Foreman Must have a minimum of N3 or equivalent qualification with favourable previous experience in the Civil Engineering (Built Environment) and have experience working on at least one WWTW or WTW project, with a minimum of 5 years' experience as a Foreman. Foreman = 7 points, 3 – 4 years = 5 points & 0 – 2 years = 2 points.	7	
	Contractor failed to provide evidence of qualification and experience.	0	

STAGE 3: EVALUATION FOR PRICE AND PREFERENCE (90/10)

The procedure for Stage 3 of evaluation is as follows:

a) PRICE:90

b) SPECIFIC GOALS10

Points Awarded for Price (Ps)

A total of 90 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to bench mark price as follows:**

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

c) 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 a table below as may be supported by proof/ documentation included with: The specific goals allocated points in terms of this tender	Number of points Allocated on 90/10 system
Promotion of 51% Black-owned enterprises	04
Promotion of 100% Women-owned enterprises	02
Promotion of 100% Youth-owned enterprises	02
Where the enterprise head office or primary place of business is located within O.R. Tambo District.	02

The total calculated points will be rounded to the second decimal place.

C.3.13	Acceptance of Tender Offer
C.3.13.1	Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer: <ul style="list-style-type: none"> 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. g) Upon request by the Employer, produce a letter from their proposed Surety Provider within 5 business days which states that arrangements have been confirmed for providing a Surety if the named Tenderer is awarded the Contract.
C.3.13.2	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

C.3.13.3	<p>Notice to unsuccessful tenderers</p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted on the O. R. Tambo District Municipality's website: www.ortambodm.gov.za, by listing the successful tender.</p>
C.3.14	<p>Prepare Contract documents</p> <p>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:</p> <ul style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
C.3.17	<p>Provide copies of the Contract</p> <p>The number of paper copies of the signed Contract to be provided by the Employer is 1.</p>
C.3.18	<p>Issue final contract</p> <p>Add the following new Clause:</p> <p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>
C.4	Additional Conditions applicable to this Tender
C.4.1	<p>Subcontracting as condition of tender</p> <p>O.R. Tambo District Municipality will apply subcontracting as a condition of Contract to advance designated groups for this Contract.</p> <p>The successful tenderer must subcontract a minimum of 30% of the Designated Contract Price* to an EME or QSE which is at least 51% owned by:</p> <ul style="list-style-type: none"> a. Black people. b. Black people who are youth. c. Black people who are women. d. Black people with disabilities. e. Black people living in rural or underdeveloped areas or townships. f. A cooperative owned by black people. g. Black people who are military veterans. <p>O.R. Tambo District Municipality will make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned above from which the tenderer must select a supplier/suppliers.</p> <p>* The calculation of the value of the minimum of 30% of the Designated Contract Price which must be subcontracted to the Designated Group defined above, hereinafter referred to as the "Designated Group Value", excludes the following items which have been identified in the Schedule of Quantities:</p> <ul style="list-style-type: none"> a. Scheduled preliminary and general items. b. Provisional sum items. c. The material (supply only) cost of all concrete and reinforcement steel which shall be procured from an accredited supplier. <p>The Designated Group Value will include the following:</p> <ul style="list-style-type: none"> a. Local labour resources. b. Local suppliers. c. Subcontracts to a designated group above. <p>The Contractor shall calculate the Designated Group Value and indicate this amount in Section C2.3 "Summary of Schedule of Quantities".</p>

T2: Returnable Documents

Number	Heading	Pages
T2.1	Schedule Of Returnable Documents	21
T2.2	Returnable Documents	22

T2.1 SCHEDULE OF RETURNABLE DOCUMENTS

T2.1.1. General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2. Returnable Schedules, Forms and Certificates

SCHEDULE	DESCRIPTION	PAGE
	Company Specific	
A1	Authority To Sign Documents	23
A2	Certificate Of Attendance At Clarification Meeting / Site Inspection	224
A3	Certificate Of Authority For Joint Ventures	25
A4	Joint Venture Agreement	26
A5	Compulsory Enterprise Questionnaire	27
	Municipal Bid Documents (MBD)	
MBD 1	Schedule D: Municipal Bid Document	28
MBD 4	Declaration of Interest	30
MBD 5	Declaration for Procurement above R10 million (all applicable taxes included)	33
MBD 6.1	Preference Points Claim Form	35
MBD 8	Declaration of Bidder's past Supply Chain Management Practices	38
MBD 9	Certificate of Independent Bid Determination	40
	Technical and Evaluation	
B1	Proposed Organisation and Organogram	43
B2	Schedule of Proposed Subcontractors	44
B3	Tenderers Expertise and Experience	45
B4	Experience of Key Personnel	46
B5	Preliminary Quality Assurance Plan	47
B6	Health and Safety Plan	48
B7	Preliminary Program	49
B8	Schedule of Estimated Monthly Expenditure	50
B9	Amendments / Alternative and Qualifications by Tenderer	51
B10	Record of Addenda to Tender Document	52
	Contractual	
0	Contract Agreement	54
C1.2	C1.2. Contract Data	55
C1.3	Pro-forma Performance Guarantee	86
C1.4	Disputes and Arbitration	88
C1.5	C1.5 Occupational Health and Safety Agreement	89
	Pricing Data	
C2.1	Pricing Instructions	92
C2.2	Bill of Quantities	93

T2.2 RETURNABLE DOCUMENTS

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / FORMS IN BLACK INK

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....
by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....
.....

(*Delete whichever is inapplicable)

Indicate the status of the tenderer by ticking the appropriate box hereunder :

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

1.

NAME	SIGNATURE	DATE

2.

NAME	SIGNATURE	DATE

WITNESSES:

1.

NAME	SIGNATURE	DATE

2.

NAME	SIGNATURE	DATE

A2. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

INSERT ISSUED CERTIFICATES OF ATTENDANCE HERE

This is to Certify that I/We*
of (Tenderer)
of (address)
.....
Telephone number Fax number.....
E-mail

have attended the clarification meeting and examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

**Delete whichever is inapplicable*

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

SIGNED ON BEHALF OF O. R. TAMBO DISTRICT MUNICIPALITY:

NAME

SIGNATURE

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

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

Mr/Ms, authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

A4. JOINT VENTURE AGREEMENT

The Tenderer, if a Joint Venture, must attach the Joint Venture Agreement here as per the requirements of the Tender Data.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A5. 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: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached MBD1 must be completed for each Tendering Entity and be attached as a tender requirement

Section 7: The attached MBD4 must be completed for each Tendering Entity and be attached as a tender requirement

Section 8: The attached MBD6.1 must be completed for each Tendering Entity and be attached as a tender requirement

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

- authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

SCHEDULE D: MUNICIPAL BIDDING DOCUMENTS (MBDs)

MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O. R. TAMBO DISTRICT MUNICIPALITY					
BID NUMBER:	MIS 266 088 C	CLOSING DATE:	14 March 2024	CLOSING TIME:	12.00PM
DESCRIPTION:	NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF A 15ML/DAY WATER TREATMENT WORKS (CIVIL WORKS)				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<i>TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>
<i>NELSON MANDELA DRIVE</i>
<i>MYEZO PARK, MTHATHA</i>

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:		CSD No:		
STATEMENT OF RATES AND TAXES OF THE BIDDER [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		STATEMENT OF RATES AND TAXES OF THE BIDDER	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[STATEMENT OF RATES AND TAXES OF THE BIDDER AND OF THE COMPANY/ LEASE AGREEMENT FOR LEASED PROPERTY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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	SCM DEPARTMENT	CONTACT PERSON	Mr. N. NOTO
CONTACT PERSON	MR. SAKHIWO HOPA	TELEPHONE NUMBER	047 501 6425
TELEPHONE NUMBER	047 501 6449	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	sakhiwoh@ortambodm.gov.za	E-MAIL ADDRESS	nkosiyabon@ortambodm.gov.za

**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).
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, CONDITIONS OF CONTRACT FOR CONSTRUCTION FOR BUILDING AND ENGINEERING WORKS DESIGNED BY THE EMPLOYER, SECOND EDITION 2017 (RED BOOK) 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 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:

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.....
.....

¹ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars

.....

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

Full name	Identity number	State employee number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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:

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
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?		
3.1	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details:		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.1

**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

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

b) The highest acceptable tender will be used to determine the accurate system once tenders are received.

c) The maximum points for this tender are allocated as follows:

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

1.3 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.

1.4 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) **“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 90 points is allocated for price on the following basis:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest 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:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed by Tenderer (To be completed by the Tenderer)
Promotion of 51% Black-owned enterprises	04	
Promotion of 100% Women-owned enterprises	02	
Promotion of 100% Youth-owned enterprises	02	
Where the enterprise head office or primary place of business is located within O.R. Tambo District.	02	

The following documents shall be submitted to prove compliance with the above Specific Goals where claimed:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. 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]

5.4. 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:

- 1 The information furnished is true and correct;
- 2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 3 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;
- 4 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:

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 whengoods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committedany improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other publicsector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submittedwith the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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 homepage.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 oflaw outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or anyother organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PROJECT NO.: MIS 266 088 C

Error! Reference source not found.

in response to the invitation for the bid made by:

O. R. TAMBO DISTRICT MUNICIPALITY

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

I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any

competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

B1. PROPOSED ORGANISATION AND STAFFING

The tender offer shall include an organogram showing the team of key personnel the Tenderer proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The name, roles and responsibilities of each person must be clearly set out, and corresponding job descriptions must be provided as an addendum to the organogram.

In the case of a Joint Venture or where major sub-contractors are made use of, the organogram must show how respective responsibilities are to be allocated.

As a minimum, the organogram must show how respective responsibilities are to be allocated. As a minimum, the organogram must include for the personnel detailed in Returnable Schedule B4: Experience of Key Personnel.

The Tenderer shall include the requisite organogram and CVs in the Supporting Documentation file.

In addition to the detail request above, **the names of the following shall be entered below** (the CVs for these names will be used to score Functionality):

Construction Manager (Site Agent)	
Construction Supervisor (Pipeline Foreman)	
Health & Safety Officer	

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B2. SCHEDULE OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/e-mail/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file.

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

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B3 TENDERERS EXPERTISE AND EXPERIENCE

The evaluation of the Tenderer's relevant Construction Experience shall be based on the minimum qualifying criteria for Functionality Scoring set out in Tender Data reproduced below:

Criteria	Description of requirements
Tendering Entity's Relevant Experience	<p>Number of contracts of a similar nature successfully completed by Tendering Entity.</p> <p>Minimum qualifying requirements for Functionality Scoring:</p> <p>A construction contract successfully completed within the last 10 years which included constructing an at least 15 M³/day Water Treatment Works, bulk earthworks, roadworks, reservoirs and civil engineering services..</p> <p>Practical Completion / Completion Certificate/s to be attached.</p> <p>Relevant documentation clearly showing compliance with the minimum qualifying requirements to be attached</p>

Details to be provided in the table of expertise and experience must, as a minimum, include:

- Project name
- Project location
- Employing authority/Employer with Contact details (NEEDED FOR REFEREE CHECKS FOR VERIFICATION)
- Supervising Engineer, with Contact details (NEEDED FOR REFEREE CHECKS FOR VERIFICATION)
- Period of construction (commencement and completion)
- Description and value of principle work content.
- Value of Contract
- Documentation clearly showing compliance with the minimum qualifying requirements

The Tenderer shall include the requisite documentation in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B4 EXPERIENCE OF KEY PERSONNEL

The Functionality point scoring of Key Personnel’s relevant Roles, Construction Experience and qualifications shall be based on the scoring criteria set out in Tender Data.

Curriculum Vitae (CV), up to a maximum of five (5) pages must be submitted, for each of the above key personnel. The CVs must specifically include the qualifications, professional accreditation and relevant experience in construction projects of a similar nature. Minimum information to be included in the CV’s is given overleaf.

Each CV must be clearly cross-referenced to and labelled to correspond with the organogram submitted in terms of Returnable Schedule **B1 Proposed organisation and staffing**, so as to indicate which role the person in question is proposed to fulfil in the Contract.

The Tenderer shall include the requisite CVs in the Supporting Documentation file, to be submitted in accordance with the Tender Data.

KEY PERSONNEL CVs : MINIMUM INFORMATION TO BE SUPPLIED

- Name:
- Professional:
- Date of Birth:
- Parent Firm:
- Position in Firm:
- Years with Firm:
- Nationality:

Tertiary Education (and year obtained):

Professional Accreditation (and year obtained):

Years of Relevant Experience: *Relevant experience shall relate to their proposed roles in this Contract.*

Languages: Indicate first language. If the first language is not English, please indicate proficiency in English. In other languages, including South African indigenous languages, please show speaking, reading and writing ability.

Language	Speaking	Reading	Writing
English			

Countries of Work Experience:

Key Qualifications: *Under this heading, give outline of staff members experience and training most pertinent to the assigned work on the team.*

Relevant Experience: *Describe degree of responsibility held by staff member on relevant previous assignments, and give dates, project values and locations. For experience in the last ten years, also give types of activities performed and Employer references where appropriate.*

Summary of Other Experience: *Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organisation, title of position held and location, type and value of construction projects.*

References

Declaration

I confirm that the above information contained in the CV is an accurate description of my experience and qualifications and that, at the time of signature, I am available and will serve in the position indicated for me in the proposal for **BID NO: MIS 266 088 C**:

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B5 PRELIMINARY QUALITY ASSURANCE PLAN

The Tenderer must submit a Preliminary Quality Assurance Plan showing how the Tenderer will comply with Sub-Clause 4.9 in C1.2: Contract Data.

The Preliminary Quality Assurance Plan must outline processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management. Particular attention in the plan must be given to the following:

- a) The preparation and internal approval process for the Contractors Documents in terms of Clause 5 of the General Conditions of Contract.
- b) The proposed internal quality management procedures pertaining to the Works and including aspects such as:
 - Control and tracking of the Contractor's Documents
 - Testing procedures

The plan must include a technical description of systems and equipment offered, highlighting the main features, benefits and innovations thereof, and showing how these can meet the Employer's objectives and the specified services requirements. This must be supplemented by technical literature such as brochures, drawings, for the various items of plant and equipment offered.

This plan must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:

- a) Interfacing with (i) the Tenderer's own sub-contractors or Joint Ventures and (ii) the Mechanical and Electrical Contractor; and
- b) The sequencing of the Works in terms of the requirements of C3: Scope of Work.

The Tenderer must include the required Quality Assurance Plan and supporting information in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B6 HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard, the Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety specification for the Employer is attached. The Tenderer's Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan
- 2) Contractor's induction training program for employees, sub-contractors and visitors to the Site
- 3) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications
- 4) Regular monitoring Procedures to be performed
- 5) Regular liaison, consultation and review meetings with all parties
- 6) Site security, welfare facilities and first aid
- 7) Site rules and fire and emergency Procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B7 PRELIMINARY PROGRAM

The Tenderer shall provide a preliminary program in Gantt Chart format showing how the requirements of C1.2: Contract Data and Part C3: Scope of Work will be met; and outlining the key activities and milestones for the Works and the sequencing thereof.

The program must be based on the tendered Time for Completion and take cognisance of the programming limitations given in the Project Specifications.

The preliminary program must be included in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B8 SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary program and tendered rates, in the table below.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
21	R
22	R
23	R
24	R
TOTAL	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B9 AMENDMENTS / ALTERNATIVES AND QUALIFICATIONS BY TENDERER

The Tender should not make any departures from the provisions of this contract as per Clause C.2.12 in the Tender Data.

(The schedules below are not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder.)

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT
	NO AMENDMENTS ALLOWED

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE
	NO ALTERNATIVES ALLOWED

- (1) *Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, program, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) QUALIFICATIONS

ITEM ON WHICH QUALIFICATION IS MADE	DESCRIPTION OF QUALIFICATION
	NO QUALIFICATIONS ALLOWED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

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

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with the Tender Data

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

C1: Agreements and Contract Data

Number	Heading	Pages
0	Contract Agreement C1.2. Contract Agreement	54
C1.2	C1.2. Contract Data	55
C1.3	Pro-forma Performance Guarantee	86
C1.4	Disputes and Arbitration	88
C1.5	C1.5 Occupational Health and Safety Agreement	89

C1.2. Contract Agreement

This Agreement made the _____ day of _____ Between
_____ of _____ (hereinafter called "the
Employer") of the one part,
and _____ of _____ (hereinafter called "the
Contractor") of the other part

Whereas the Employer desires that the Works known as **Ntsonyini Ngqongweni Regional Water Supply Scheme Phase 2A: Construction of a 15 M³/d Water Treatment Works: Contract 3** should be executed by the Contractor and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follow:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) The Letter of Acceptance dated _____
 - (b) The Letter of Tender dated _____
 - (c) The Addenda Nos _____
 - (d) The Conditions of Contract
 - (e) The Specification
 - (f) The Drawings
 - (g) The Schedules and
 - (h) The JV Undertaking. *

* [if the Contractor constitutes an unincorporated JV, otherwise delete]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:
for and on behalf of the Employer in the
presence of:

SIGNED by:
for and on behalf of the Contractor in the
presence of:

Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

C1.2. Contract Data

The Contract Data of this contract are:

- C1.2.1 Conditions of Contract.
- C1.2.2 Data provided by the Employer.
- C1.2.3 Data provided by the Contractor.

C1.2.1 Conditions of Contract

The Conditions of Contract are:

- a. The “General Conditions of Contract” as they appear in the commercially available publication "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017” published by the Fédération Internationale des Ingénieurs-Conseils” (hereinafter referred to as the “FIDIC Red Book”).
- b. Particular Conditions Part A - Contract Data; and
- c. Particular Conditions Part B – Special Provisions.

Copies of these Conditions of Contract are obtainable available from its publisher: South African Institution of Civil Engineering, Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Note:

Certain pro-forma forms and pro-forma agreements contained in the FIDIC Red Book have been adapted for this contract. Those pro-forma forms and pro-forma agreements contained in the FIDIC Red Book do not apply where replaced by similar pro-forma forms and pro-forma agreements in this document.

C1.2.2 Particular Conditions Part A - Contract Data

	Sub-Clause	
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5%
Defects Notification Period (DNP)	1.1.27	365 days
Employer's name and address	1.1.31	The Municipal Manager O. R. Tambo District Municipality Private Bag x 6043 MTHATHA 5100 Tel. No. (047) 501 6400
Engineer's name and address	1.1.35	Juan Kampman SMEC South Africa 28 Tecoma Street Berea East London, 5241
Time for Completion	1.1.84	Taking-Over of Whole-of-the-Works – 760 calendar days
Agreed methods of electronic transmission	1.3(a)(ii)	Electronic mail only
Address of Employer for communications	1.3(d)	O. R. Tambo District Municipality Private Bag x 6043 MTHATHA 5100 047 501 6425
Address of Engineer for communications	1.3(d)	juan.kampman@smec.com SMEC South Africa 28 Tecoma Street Berea East London, 5241
Address of Contractor for communications	1.3(d)	_____ _____ _____
Contract shall be governed by the law of	1.4	Republic of South Africa
Ruling language	1.4	English
Language for communications	1.4	English
Number of additional paper copies of Contractor's Documents	1.8	One
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The Accepted Contract Amount

	Sub-Clause	
after receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within	2.1	21 days for that portion of the Site required for the Contractor's site camp. 42 days for the whole Site.
Employer's financial arrangements	2.4	Grant under MIG Programme
Performance Security (as percentages of the Accepted Contract Amount in Currencies)	4.2	Percent: 10% Currency: South African Rands
Entity to which the Employer gives consent	4.2.1	A financial institution registered and licensed to trade in South Africa and approved by the Employer
Period for notification of errors in the items of reference	4.7.2 (and 4.1.2(b))	28 days
Period of payment for temporary utilities	4.19	Each month
Number of additional paper copies of progress reports	4.20	Ten
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	70%
Parts of the Works for which subcontracting is not permitted	5.1(b)	No limitation
Normal working hours on the Site	6.5	Monday to Friday between 6H00 and 18H00 and Saturday between 6H00 and 14H00
Locally recognised days of rest	6.5	Locally recognised days of rest are the construction industry customary year end break as published by SAFCEC plus South African Statutory Public Holidays and Sundays as well as Municipal and or National election voting day in 2026.
Number of additional paper copies of programmes	8.3	"None" – The contractor can make additional copies of the documents if required and the programmes can be circulated via PDF.
Planning Software to be utilised	8.3	Candy – Construction Project Control software by CCS; or Microsoft Project
Delay damages payable for each day of delay	8.8	Taking-Over of Whole-of-the-Works: 0.02% of the Works per day
Maximum amount of Delay Damages in the event that there are Sections and/or Whole-of-the-Works in concurrent delay	8.8	The daily amount for whichever relevant Section has the highest delay damages value.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount
Method of measurement	12.2	In accordance with the Bill of Quantities or other applicable Schedules
Percentage profit	12.3	As stated under 1.1.20 above

	Sub-Clause	
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	10%
Contract Price Adjustment coefficients	13.8	x = 0.15 a: 0.25 b: 0.30 c: 0.35 d: 0.10
Total amount of Advance Payment (as a percentage of the Accepted Contract Amount)	14.2	No advance payment
Number and timing of instalments	14.2	N/A
Currency or currencies of Advance Payment	14.2	N/A
Percentage deductions for the repayment of the Advance Payment	14.2.3	N/A
Period of payment	14.3	After the end of each month
Number of additional paper copies of Statements	14.3(b)	one
Percentage of retention	14.3(iii)	10%
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	5%
Plant and Materials for payment when shipped	14.5(b)(i)	None
Plant and Materials for payment when delivered to the Site	14.5(c)(i)	All Materials for civil works as included for under the civil parts of the Bill of Quantities; All mechanical and electrical Plant as included for under the mechanical and electrical parts of the Bill of Quantities.
Minimum amount of Interim Payment Certificate (IPC)	14.6.2	R250 000.00
Period for payment of Advance Payment to the Contractor	14.7(a)	N/A
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]	14.7(b)(i)	56 days
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]	14.7(b)(ii)	28 days
Period for the Employer to make final payment to the Contractor	14.7(c)	56 days

	Sub-Clause	
Financing charges for delayed payment	14.8	These financing charges shall be calculated at an annual rate of 3% above the prime overdraft rate charged by the Standard Bank of South Africa Limited in Pretoria on the date for payment
Number of additional paper copies of draft Final Statement	14.11.1(b)	One
Currencies for payment of Contract Price	14.15	South African Rands
Proportions or amounts of Local and Foreign Currencies are:	14.15(a)(i)	Local: 100%
Currencies and proportions for payment of Delay Damages	14.15(c)	South African Rands: 100%
Rates of exchange	14.15(f)	As per Clause 14.15(f)
Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	None additional
Permitted deductible limits	19.1	Not Applicable
Professional indemnity insurance	19.2.3	Amount: R20,000,000.00 The professional indemnity insurance shall also indemnify the Contractor against the liability in Sub-Clause 19.2.3 (b). The Contractor shall maintain the insurances in Sub-Clause 19.2.3 for five years.
Insurance required for injury to persons and damage to property	19.2.4	Amount: R20,000,000.00
Other insurances required by Laws and by local practice	19.2.6	The Contractor shall take out SASRIA (riot) insurance for 'Contract Works' and 'Construction Plant' to the value of the Works and replacement value of Construction Equipment on Site respectively.
Time for appointment of DAAB	21.1	56 days
The DAAB shall comprise	21.1	1 member nominated from members of the Association of Arbitrators (Southern Africa)
List of proposed members of DAAB: Proposed by the Employer	21.1	Not applicable – Clause 21.8 shall prevail
List of proposed members of DAAB: Proposed by the Contractor	21.1	Not applicable – Clause 21.8 shall prevail
Appointing entity (official) for DAAB members	21.2	Chairman of the Association of Arbitrators (Southern Africa).

Description of parts of the Works that shall be designated a Section for the purpose of the Contract (Sub-Clause 1.1.73)	Value: Percentage* of Accepted Contract Amount (Sub-Clause 14.9)	Time for Completion (Sub-Clause 1.1.84)	Delay Damages (Sub-Clause 8.8)
Ready for Commissioning (RFC)	0%	730 calendar days	R35,000.00 per day
Ready for Operation (RFO)	100%	760 calendar days	R35,000.00 per day

C1.2.3 Particular Conditions Part B – Special Provisions

CLAUSE 1 - GENERAL PROVISIONS

Sub-Clause 1.1 – Definitions

Sub-Clause 1.1.10 – Contract:

On the third and fourth lines, delete “the Contractor’s Proposal,”

Sub-Clause 1.1.76 – Specification:

On the second line after “Payment Certificate under”, add Sub-Clause 14.2.1 [Advance Payment Guarantee] (If applicable),”

Sub-Clause 1.1.81 – Tender:

On the first line, delete “the Contractor’s Proposal,”

Add the following new Sub-Clauses:

- “1.1.89 **“Employer’s Requirements”** means the documents entitled employer’s requirements or references to the employer’s requirements, as included in the Contract, and any additions and modifications to such documents or references in accordance with the Contract. Such documents or references specify the purpose, scope, and/or design and/or other technical criteria, for particular components of the Works as may be applicable.
- 1.1.90 **“Supplementary Agreement”** means a signed agreement, titled “Supplementary Agreement”, made between the Parties subsequent to the signing of the Contract.”
- 1.1.91 **“Expiry Date”** means the last day of the Defects Notification Period for the whole of the Works.”
- 1.1.92 **“Ready for Commissioning” (RFC)** means the status of the Works at the point in time when the obligations in respect of the pre-commissioning tests required pursuant to Sub-Clause 7.4 [*Testing by the Contractor*] and Sub-Clause 9.1(a) have been complied with and that the commissioning tests required pursuant to Sub-Clause 9.1(b) can safely be commenced.
- 1.1.94 **“Ready for Operation” (RFO)** means the status of the Works at the point in time when a Taking-Over Certificate for the whole of the Works has been issued pursuant to Clause 10 [*Employer’s Taking Over*], and provided that, as a condition precedent, the Contractor has complied with his obligations to achieve the RFC status of the Works.
- 1.1.95 **“Construction Period”** means the period between Commencement Date and RFC.
- 1.1.96 **“Commissioning Period”** means the period between RFC and RFO

Sub-Clause 1.5 – Priority of Documents

Delete the documents listed (a) to (k) and substitute:

- “(a) the Contract Agreement, including the Form of Offer and Acceptance
- (b) the Letter of Acceptance (Letter of Award), including the Memorandum of Understanding (if any),
- (c) the Letter of Tender,
- (d) the Particular Conditions Part A – Contract Data,
- (e) the Particular Conditions Part B – Special Provisions,

- (f) these General Conditions,
- (g) the Particular Specifications
- (h) the Drawings.
- (i) the Standard Specifications.
- (j) the Pricing Data
- (k) the Returnable Schedules.
- (l) the Site Information
- (m) the Description of Works
- (n) the Part C5 Annexures
- (o) other documents forming part of the Contract

All Addenda and the Memorandum of Understanding, if any, which modify the terms of the Tender Documents take precedence only over the document to which they relate.”

Sub-Clause 1.14 – Joint and Several Liability

At the end of sub-paragraph (c), add:

“In the event that such consent is obtained from the Employer, 2 notarially certified copies of the new signed joint venture agreement, or signed amended joint venture agreement, as the case may be, shall be submitted to the Employer with a copy to the Engineer within 28 days of signature by the separate parties to the amended joint venture agreement.”

Add the following new Sub-Clause:

“Sub-Clause 1.17 – Corrupt Practices

- (a) The Contractor (which for the purpose of this Sub-Clause 1.17 [*Corrupt Practices*] shall include his directors, employees, agents, shareholders and/or partners) warrants that the performance of his obligations shall in no way constitute an infringement or other violation of the laws of the Republic of South Africa, and in particular will under no circumstances engage in any activities which may constitute corruption or corrupt activities within the ambit of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, such activities to include:
 - (i) accepting or agreeing, or offering to accept or give or offer any gratification to any person in order to influence such other person to act in a manner that amounts to the illegal dishonest exercise or performance of any power, duty, statutory, contractual or other legal obligation; or
 - (ii) procuring that any person, directly or indirectly, accepts or agrees or offers to accept any gratification from another person or gives or agrees or offers to give to any other person any gratification in order to improperly influence the conclusion or performance of his obligations in terms of this Contract.
- (b) In addition to any right which the Employer may have to cancel, in the event that the Contractor is convicted on a charge relating to, or concerning corruption, bribery or fraud during the 10-year period preceding the Base Date, or being convicted on a charge relating to, or concerning corruption, bribery or fraud, or in the event that the Contractor gives or offers any person any bribe, gratuity, commission or other thing of value as contemplated in Sub-Clause 1.17(a) or 1.17(b):
 - (i) The Contractor shall forfeit any profit derived from this Contract;
 - (ii) The Contractor will make payment thereof on demand; and

- (iii) The Employer shall be entitled to deduct such amount from any amount which is due or may become due and payable to the Contractor whether arising from this Contract or any other contract between the Employer and the Contractor.”

CLAUSE 3 – THE ENGINEER

Sub-Clause 3.2 – Engineer's Duties and Authority

At the end of the third paragraph, add:

“The Engineer shall obtain the approval of the Employer before carrying out the following duties in accordance with the Contract:

- (i) Giving notice of the Commencement Date in terms of Sub-Clause 8.1 [*Commencement of Works*];
- (ii) Issuing an instruction in terms of Sub-Clause 8.9 [*Employer's Suspension*] to suspend the progress of part or all of the Works; or
- (iii) Instructing or approving a Variation in terms of Sub-Clause 13.1 [*Right to Vary*], the estimated effect of which will be to increase the Contract Price by an amount exceeding R1 000 000 calculated at prices at the Base Date of the Contract.

Provided that such approval by the Employer shall not be required for instructions or notices which, in the sole opinion of the Engineer, are required to meet an emergency or are otherwise required to ensure the safety or security of the Works or of any person or property.

Sub-Clause 3.4 – Delegation by the Engineer

In the last paragraph, delete the text of the 3rd and 4th sentences and substitute:

“However, if the Contractor questions any Notice, instruction, certificate, opinion or valuation given by an assistant, the Contractor may by giving a Notice refer the matter to the Engineer. The Engineer shall be deemed to have confirmed the assistant's Notice, instruction, certificate, opinion or valuation if the Engineer does not respond, within 7 days after receiving the Contractor's Notice, reversing or varying the assistant's Notice, instruction, certificate, opinion or valuation (as the case may be).”

CLAUSE 4 – THE CONTRACTOR

Sub-Clause 4.1 – Contractor's General Obligations

Immediately under the Sub-Clause 4.1 heading, insert a sub-heading entitled:

“Sub-Clause 4.1.1 - Contractor's General Obligations”

After the third paragraph of Sub-Clause 4.1.1, add a new paragraph:

“The Contractor shall liaise and co-operate with the Engineer and his assistants and provide them with such access, information and facilities as they may reasonably require in order to enable them to perform their duties under the Contract.”

Add the following new Sub-Clause:

“Sub-Clause 4.1.2 – Contractor's Design Obligations”

Where the Contractor undertakes, or is required, to design part or parts of the Permanent Works the following shall apply:

- (a) The Contractor shall carry out, and be responsible for, the design of that part (or parts) of the Works as defined in the Specifications. Design shall be prepared by qualified designers who are engineers or other professionals. If so requested by the Engineer the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Subcontractor. In respect of the Contractor's design, the Contractor shall carry professional indemnity insurance, in accordance with Sub-Clause 19.2, and indemnify the Employer and Engineer for losses and claims of any nature in relation thereto.

The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary to carry out the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.

- (b) Upon receiving notice under Sub-Clause 8.1 [*Commencement of Works*], the Contractor shall scrutinise the Employer's Requirements and the Specification (including design criteria and calculations, if any) and the items of reference mentioned in Sub-Clause 4.7 [*Setting Out*]. Within the period stated in the Contract Data under Sub-Clause 4.7.2, calculated from the Commencement Date, the Contractor shall give notice to the Engineer of any error, fault or other defect found in the Employer's Requirements or the Specification or these items of reference.
- (c) After receiving this notice, the Engineer shall determine whether Clause 13 [*Variations and Adjustments*] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site, the Employer's Requirements and the Specification before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.

Where the Contractor requests that the Engineer design or re-design, the Contractor shall pay to the Employer the cost of such services as agreed to beforehand in a Supplementary Agreement in this regard. This payment shall be treated as a debt due and recovered by deduction in terms of paragraph (vi) of Sub-Clause 14.3 [*Application for Interim Payment*] for the purposes of payment in terms of Sub-Clause 14.6 [*Issue of IPC*] and Sub-Clause 14.13 [*Issue of FPC*]."

"Sub-Clause 4.1.3 – Contractor's Liens, Security and Right of Retention

The Contractor hereby waives and abandons any Contractor's lien and any other security or right of retention which he may have in respect of the Works, Plant, Materials, and Contractor's Documents, and shall not be entitled to withhold delivery of the same to the Employer. The Contractor shall ensure that his Subcontractors similarly waive any liens, securities and rights which they may have and shall indemnify and hold the Employer harmless against and from any claims, demands, proceedings, loss, damage, costs and expenses made or incurred in respect thereof."

Sub-Clause 4.4 – Contractor's Documents

Sub-Clause 4.4.1 Preparation and Review

After the fourth paragraph, add a new paragraph:

"Certain Contractor's Documents are required to be submitted according to a pre-defined programme, as defined in the Particular Specification to SANS1200A."

Add the following new Sub-Clause:

“Sub-Clause 4.4.4 – Contractor’s Design Error

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor’s Documents, they and the Works shall be corrected at the Contractor’s cost, notwithstanding any consent, approval or No-objection given by the Engineer under the Contract.”

Sub-Clause 4.2 – Performance Security

Sub-Clause 4.2.1 – Contractor’s obligations

At the end of the second paragraph, add:

“Unless documentary evidence of such extension is submitted to the Employer 28 days prior to the expiry date of the Performance Security, the Employer in his sole discretion may suspend further payments due to the Contractor until evidence of such extension is received.”

Sub-Clause 4.2.2 – Claims under the Performance Security

In the first paragraph, sub-paragraph (b), third line, between “Clause 21 [*Disputes and Arbitration*]” and “, within 42 days”, insert “or otherwise due to the Employer in terms of the Contract”.

At the end of sub-paragraph (d), add:

“in which event the Employer may claim the full amount of the Performance Security”.

Sub-Clause 4.6 – Co-operation

On the second-last line of the first paragraph before “Contractor’s” add “off the”.

Sub-Clause 4.7.3 Setting Out

In the second bullet-point of sub paragraph (b) - before; “if the item of reference”, add “when examining the items of reference within the period stated in sub-paragraph (a) of Sub-Clause 4.7.2,”

On the second and third lines, delete “and the Contractor’s Notice is given after the period sated in sub-paragraph (a) of Sub-Clause 4.7.2”.

Sub-Clause 4.12 – Unforeseeable Physical Conditions

At the end of the first paragraph, add:

“Hydrological conditions shall be deemed to exclude rainfall and the effects of rainfall, which shall be deemed to be included under the ambit of climatic conditions and thus dealt with under Sub-Clause 8.5 [*Extension of Time for Completion*].”

Sub-Clause 4.12.4 – Delay and/or Cost

After the first paragraph, add a new paragraph:

“Notwithstanding anything contained in Sub-Clause 20.2 [*Claims For Payment and/or EOT*], the cost of all work done or Contractor’s Equipment and Temporary Works used by the Contractor earlier than 7 days prior to the Contractor giving notice under Sub-Clause 4.12.1 shall be deemed to have been covered in the rates and prices as comprising the Accepted Contract Amount referred to in Sub-Clause 4.11 [*Sufficiency of the Accepted Contract Amount*].”

Sub-Clause 4.17 – Contractor’s Equipment

At the end of the Sub-Clause, add a new paragraph:

"Ownership of Contractor's Equipment to which the Contractor has title shall be deemed to be the property of the Employer with effect from its arrival on the Site. This vesting of property in Contractor's Equipment shall not:

- (a) affect the responsibility or liability of the Employer;
- (b) prejudice the right of the Contractor to the sole use of the Contractor's Equipment or the purposes of the Works; or
- (c) affect the Contractor's responsibility to operate, maintain and protect the Contractor's Equipment.

The property shall be deemed to re-vest in the Contractor when the Engineer (acting reasonably and without delay) authorises the removal of the Contractor's Equipment from the Site or when the Contractor is entitled to receive the Taking-Over Certificate for the whole of the Works, whichever occurs first.

Should the Contractor hire items, which form part of the Contractor's Equipment for use in the Works, it shall cede its rights to such items under any hire agreement to the Employer, and any such hire agreement shall allow for such cession, but the Contractor shall remain liable for the payment of any and all hire charges under such hire agreement."

Sub-Clause 4.22 Contractor's Operation on Site

On the third line of the second paragraph before "4.17", add "Sub-Clause".

Sub-Clause 4.23 – Archaeological and Geological Findings

In the second line, between "items of geological" and "or archaeological", insert ", paleontological, mineralogical".

Add the following new Sub-Clause:

"Sub-Clause 4.24 – Socio-Economic Development Objectives

The Contractor shall comply with the Socio-Economic Development objectives and targets as set out in the Specifications. Failure to do so will result in the Contractor becoming liable for penalties as set out in the Specifications."

CLAUSE 5 – SUBCONTRACTING

Sub-Clause 5.1 – Subcontractors

At the end of the last paragraph, add

"the Contractor shall be responsible for ensuring that each Subcontractor completes his work in accordance with the requirements of the Contractor's latest Programme which has been prepared pursuant to Sub-Clause 8.3 [*Programme*]. The Contractor shall coordinate and make all necessary pro-active arrangements (including but not limited to physical, logistical, security, environmental, financial and institutional arrangements) to facilitate Subcontractors meeting their obligations."

Sub-Clause 5.2 Nominated Subcontractors

Sub-Clause 5.2.2 Objection to Nomination

In sub-paragraph (a) on the first line before "Subcontractor", add "nominated".

CLAUSE 6 – STAFF AND LABOUR

Sub-Clause 6.8 – Contractor’s Superintendence

After the last paragraph, add a new paragraph:

“Unless otherwise approved by the Engineer, at least 1 member of the Contractor's superintending staff who is competent in speaking, reading, writing and understanding English and in the use of engineering and construction terminology expressed in English, shall be provided by the Contractor at each installation and at each location where the Works are in progress and for each working shift at such location or installation.”

Sub-Clause 6.9 – Contractor’s Personnel

After the second paragraph, add a new paragraph:

"The misconduct referred to above shall be deemed to include discriminatory treatment, as described in Sub-Clause 6.11 [*Disorderly Conduct*], cultural or racial slurs, hate speech, incitement, etc. The Contractor is to actively pursue the enhancement of the dignity of each person within a climate of mutual respect among all, and especially among persons of different background, race, colour, creed, sex, gender, opinion or orientation and shall include the awareness and promotion of such matters in all training and induction."

Sub-Clause 6.10 – Records of Contractor’s Personnel and Equipment

In the first line of item (a) between “each class” and “of Contractor’s Personnel”, insert “and the socio-economic category”.

At the end of item (b), add:

“including details of any Contractor’s Equipment which is due to be delivered to the Site or which the Contractor intends to remove from the Site subject to the prior approval of the Engineer”.

Add the following new Sub-Clauses:

“Sub-Clause 6.13 – Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious or other customs in the Country. No extension of time will be granted for the Contractor’s compliance with the demands of his staff or labour in this regard.

Sub-Clause 6.14 – Alcoholic Liquor or Drugs

Alcohol and Drugs shall not be permitted on the Site. The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor’s Personnel on Site.

Sub-Clause 6.15 – Arms and Ammunition

Arms and Ammunition shall not be permitted on the Site except by authorised security personnel. The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow the Contractor’s Personnel to do so on Site."

CLAUSE 7 – PLANT, MATERIALS AND WORKMANSHIP

Sub-Clause 7.5 – Defects and Rejection

After the last paragraph, add a new paragraph:

“If, despite the Engineer’s rejection of Plant, Materials, Contractor’s design or workmanship as above, the Employer decides at his discretion, having regard to the circumstances of the specific case only, to accept the item of work for any reason, such concession will not constitute any precedent nor detract in any other way from the Contract or Contractor’s obligations and responsibilities for otherwise full compliance. In this event, the concession will be made subject to a reduced payment for the Plant, Materials, Contractor’s design or workmanship as determined by the Engineer in accordance with Sub-Clause 3.7 [*Agreement or Determination*]. Such concession will be without prejudice to the Employer’s rights and the Contractor’s obligations under the Contract and such determination will not be subject to Clause 20 and if the Contractor does not accept the Engineer’s determination, the item of work will be treated under Sub-Clause 7.6 [*Remedial Work*].”

Sub-Clause 7.6 – Remedial Work

After sub-paragraph (c), insert a new sub-paragraph:

“(d) carry out at the Contractor’s cost any additional work required to obviate the need to remove, replace, re-execute or re-design any work which due to the Contractor’s default is not in accordance with the Contract so that the same may be retained and, if the Engineer so instructs, valued in accordance with Sub-Clause 12.3 [*Valuation of the Works*].”

CLAUSE 8 – COMMENCEMENT, DELAYS AND SUSPENSION

Sub-Clause 8.3 – Programme

Before the first paragraph, add the following paragraph:

“Unless expressly so stated in the Letter of Acceptance, acceptance of the Tender will not signify acceptance of the Tendered Programme, nor will it in any way relieve the Contractor of any of his responsibilities under the Contract.”

Sub-Clause 8.5 - Extension of Time for Completion

At the end of sub-paragraph (c), add:

“EOT due to adverse climatic conditions at the Site which are Unforeseeable and the consequence of such climatic conditions, shall be calculated separately for each calendar month or part thereof from the Commencement Date until RFC, in accordance with the following formula:

$$V = (N_w - N_n) + \left(\frac{R_w - R_n}{x} \right)$$

where

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

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

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

R_w = Actual recorded rainfall for the calendar month

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

x = 20

i. Average values from existing rainfall records shall be as per Table 1 below (no other source of climatic data shall be accepted for this purpose):

- ii. If V is negative and its absolute value exceeds N_n , then V shall be equal to minus N_n .
- iii. If V is positive and greater than the number of calendar days in the calendar month under consideration, then V shall be taken as equal to the number of calendar days in the relevant calendar month.
- iv. The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(R_w - R_n)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.
- v. The total Extension of Time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the Time for Completion shall not be reduced due to subnormal rainfall. Extension of Time for a part of a month shall be calculated using pro rata values of N_n and R_n . The algebraic sum shall be rounded to the nearest day.

RAINFALL TABLE

The following are the most reliable values of N_n and R_n available.

Data supplied by the South African Weather Service

Lusikisiki Prison Gauge 0154143X

Data Period 1996 to 2004

<u>MONTH</u>	<u>N_n</u>	<u>R_n</u>
JANUARY	9.3	112.2
FEBRUARY	6.0	100.5
MARCH	7.4	111.8
APRIL	4.9	52.5
MAY	3.6	36.4
JUNE	1.3	65.7
JULY	1.6	53.5
AUGUST	3.0	27.4
SEPTEMBER	4.8	68.4
OCTOBER	6.9	54.2
NOVEMBER	7.7	129.0
DECEMBER	10.3	101.7
	66.6	913.3

Accurate rain gauging shall be taken at a suitable point on Site by the Contractor for [purposes of determining N_w and R_w , and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.

At the end of the Sub-Clause, add the following paragraphs:

"Notwithstanding anything to the contrary in the Contract, the Contractor shall not be entitled to an extension of the Time for Completion where he has not used all reasonable endeavours to prevent, reduce or mitigate the delay, including providing such temporary measures as may be necessary to enable work to continue and the Works and Contractor's Equipment to be protected during claim events.

The rules and procedures for assessing the Contractor's entitlement to an EOT where there is concurrency between delays attributable to both Parties shall be as per the approach given in the Delay and Disruption Protocol published by the Society of Construction Law (UK):

https://www.scl.org.uk/sites/default/files/SCL_Delay_Protocol_2nd_Edition_Final.pdf

Sub-Clause 8.7 – Rate of Progress

At the end of the Sub-Clause, add new paragraphs:

"If at any time the Contractor fails to demonstrate, to the Engineer's satisfaction, that the Works or any Section or part thereof will be completed within the relevant Time for Completion, the Engineer shall have the right, following the Contractor's failure to comply with a notice in terms of Sub-Clause 15.1 [*Notice to Correct*], and notwithstanding the provisions of Sub-Clause 12.4 [*Omissions*] and/or Sub-Clause 13.1(iv) hereof, to omit any Section or part of the Works from the Contract and have that Section or part of the Works carried out by a third party or parties.

This right is in addition to any other rights that the Employer may have under or pursuant to this Contract. The Contractor shall remain liable for the cost of completion of any Section or part of the Works so omitted and shall indemnify the Employer against any cost incurred by the Employer in having such Section or part of the Works carried out by a third-party contractor. The Contractor's liability for cost pursuant to this Sub-Clause shall include the costs associated with acceleration where this is necessary in order to have the work completed within the relevant Time for Completion or, should it not be possible to achieve completion within this time, then within such time as, in the opinion of the Engineer, is reasonably practicable. The Contractor shall have no entitlement to claim any compensation or damages whatsoever arising from such omission."

Sub-Clause 8.8 – Delay Damages

In the first sentence delete "subject to Sub-Clause 20.2 [*Claims For Payment and/or EOT*]".

Sub-Clause 8.11 – Payment for Plant and Materials after Employer's Suspension

At the end of sub-paragraph (b) after "instructions", delete the full stop and insert " ,".

Add the following new sub-paragraphs:

- "(c) if the Contractor has submitted evidence acceptable to the Engineer that ownership is vested in the Contractor, and
- (d) the Contractor formally transfers ownership of the Plant and/or Materials to the Employer."

After Sub-Clause 8.13 [*Resumption of Work*], add a new Sub-Clause:

"Sub-Clause 8.14 – Provision for Accelerated Completion

If the Employer wishes to have the Works completed within a revised time being less than the Time for Completion or extended Time for Completion prescribed by Sub-Clause 8.2 [*Time for Completion*], then the Engineer shall require the Contractor to submit:

- (a) The Contractor's priced proposals for achieving the revised time, together with any proposed amendments to the programme; or
- (b) The Contractor's explanation as to why he is unable to achieve completion within the revised time.

The Contractor shall make such submission within 14 days of receipt of the Engineer's request or such other period as agreed to by the Engineer.

If the Employer accepts the Contractor's priced proposals, as amended or otherwise, a Supplementary Agreement in writing shall be prepared stating:

- (i) The revised Time for Completion;
- (ii) The revisions to the programme, including any relevant critical path and any supporting documentation;
- (iii) The amount or manner by which the Contract Price shall be adjusted; and
- (iv) All other amendments to the Contract which have been agreed.

Any such agreement shall be concluded between the Contractor and the Employer before the Contractor is required to commence any acceleration to the Works.

Provided that any additional resources required by the Contractor to fulfil his obligations under the Contract and not included in such an agreement, will be deemed to be at the Contractor's risk and will not constitute evidence or cause of any claim against the Employer, including acceleration of the Works or Sections or parts thereof."

CLAUSE 9 – TESTS ON COMPLETION

Sub-Clause 9.1 – Contractor's Obligations

At the beginning of the Sub-Clause, add a new paragraph:

"The Contractor shall participate in commissioning planning meetings, as may be required by the Engineer, in order to refine the commissioning procedures for the Works. The Contractor shall prepare and provide a final approved commissioning plan and programme for the Works in accordance with the Specification".

At the end of the Sub-Clause, add the following:

"The Works shall not be considered to be completed for the purposes of taking over under Sub-Clause 10.1 [*Taking Over of the Works and Sections*] until the Engineer has received final operation and maintenance manuals in such detail, and any other manuals specified in the Employer's Requirements for these purposes.

The Tests on Completion shall be carried out in the following sequence:

- (a) Pre-commissioning tests, which shall include the appropriate inspections and ("dry" or "cold") functional tests to demonstrate that each item of Plant can safely undertake the next stage, (b);
- (b) Commissioning tests, which shall include the specified operational tests to demonstrate that the Works or Section can be operated safely and as specified, all under available operating conditions.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed each of the Tests on Completion described in sub-paragraph (a), (b), the Contractor shall submit a certified report of the results of these Tests to the Engineer."

CLAUSE 10 – EMPLOYER'S TAKING OVER

Sub-Clause 10.2 – Taking Over Parts

In the second paragraph delete sub-paragraph (b) and amend sub-paragraph (c) to become sub-paragraph (b).

After the second paragraph, add a new paragraph:

“Notwithstanding the issue of a Taking-Over Certificate in respect of any part of the Permanent Works or the deemed taking over of any part of the Permanent Works pursuant to sub-paragraph (a) hereof the Contractor shall continue to be liable for the care of such part in accordance with Sub-Clause 17.2 [*Liability for Care of the Works*].”

CLAUSE 11 – DEFECTS AFTER TAKING OVER

Sub-Clause 11.3 – Extension of Defects Notification Period

After the first paragraph, insert the following paragraph:

“In the case of any defect in or damage to the Plant for which the Contractor is liable which requires repair or replacement of the Plant or any part thereof the Defects Notification Period for such repaired or replaced Plant or part shall recommence from the date on which such Plant or part has recommenced operation (and if necessary has passed any repeated Tests on Completion) and shall extend from such date for the Defects Notification Period specified in the Contract Data.”

CLAUSE 12 – MEASUREMENT AND EVALUATION

Sub-Clause 12.2 – Method of Measurement

In the second line of the first paragraph, between “with the” and “Bill of Quantities”, insert “Specification and the” and after “Bill of Quantities” delete “or” and substitute “supported by”.

Sub-Clause 12.3 – Valuation of the Works

In sub-paragraph (b) (ii) delete the value “0.01%” and substitute with the value “0.25%”.

In sub-paragraph (b) (iii) delete the value “1%” and substitute with the value “5%”.

Add new sub-paragraph:

After sub-paragraph (c), add a new sub-paragraph:

“or

- (d) in any particular case the specified rate or price is not appropriate because the item of work is not in accordance with the Contract and the Employer grants a concession as provided for under Sub-Clause 7.5 [*Rejection*].”

After the fifth paragraph, add a new paragraph:

“Provided always that no new rate or price shall be applicable under (a), (b) and/or (c) of this Sub-Clause unless the Contractor applies to the Engineer with reasons within 14 days of a final measurement of that item or within 14 days of the receipt by the Contractor of an instruction for a Variation under Sub-Clause 13.1 [Right to Vary] which affects that item, followed 14 days later in each case by the submission to the Engineer of full supporting particulars of the basis for and the detailed calculation of the change in rate or price.”

CLAUSE 13 – VARIATIONS AND ADJUSTMENTS

Sub-Clause 13.3 – Variation Procedure

Sub-Clause 13.3.2 – Variation by Request for Proposal

In the second paragraph, first line, between “as practicable,” and “either by giving”, insert “or in the time requested by the Engineer, but in any case, not later than 42 days after such request,”

Sub-Clause 13.6 – Adjustments for Changes in Laws

At the end of the Sub-Clause, add a new paragraph:

“Provided that for the purpose of this Sub-Clause notices of statutory price increases issued from time to time through the South African Government Gazette shall not constitute a change in Laws and all such price increases shall be deemed to be covered by the provisions of Sub-Clause 13.8 [*Contract Price Adjustment*]. Such statutory price increases shall include, but not be limited to, fuel price increases, minimum wages, licensing fees, border clearance fees, customs and other duties, contributions to Workman’s Compensation and the Unemployment Insurance Fund, and the like”.

Sub-Clause 13.7 – Adjustments for Changes in Cost

Delete the title of this Sub-Clause and substitute “Contract Price Adjustment”.

Delete the text of this Sub-Clause and substitute:

“Except as hereinafter provided for in this Sub-Clause and subject to Sub-Clause 12.3 [*Valuation of the Works*], the rates and prices in the Contract shall be final and binding throughout the Contract.

No adjustment shall be applied to work valued on the basis of Cost or current prices.

Where in this Sub-Clause reference is made to the indices published by Statistics South Africa or by the Steel and Engineering Industries Federation of South Africa (SEIFSA), such indices shall be final and binding on the Parties unless one of the Parties queries any such index to the Engineer within 28 days of its final publication. The Engineer shall employ his best endeavours to obtain clarification, ratification or modification to such index from Statistics South Africa or SEIFSA, whereupon the index shall become final and binding on the Parties. If no such clarification, ratification or modification is received within 90 days of the query to the Engineer then the last published index shall be final and binding on the Parties.

As sole compensation for any increases or decreases in any charges elemental to the rates and prices in the Contract, which increases or decreases may arise subsequent to tendering from whatsoever cause, adjustment of the Contract Price shall be calculated for each monthly statement pursuant to Sub-Clause 14.3 [*Application for Interim Payment*], the Statement at Completion pursuant to Sub-Clause 14.10 [*Statement at Completion*] and the Final Statement pursuant to Sub-Clause 14.11 [*Final Statement*] in accordance with the provisions of this Sub-Clause as detailed below:

a) All Works

- (iv) The value of the certificate shall be increased or decreased by the Contract Price Adjustment amount obtained by multiplying "Ac" defined in bullet (xi) below by the Contract Price Adjustment factor (f_1) defined in bullet (ii) below, as follows:

$$\text{Contract Price Adjustment amount} = Ac \times f_1$$

- (v) the Contract Price Adjustment factor (f_1) shall be determined according to the formula:

$$f_1 = (1 - x) \left(a \frac{L_t}{L_o} + b \frac{P_t}{P_o} + c \frac{M_t}{M_o} + d \frac{F_t}{F_o} - 1 \right)$$

in which the symbols have the following meaning:

- (vi) "x" shall be the proportion of "Ac" which is not subject to adjustment. This proportion shall be as listed by the Employer in the Contract Data.
- (vii) The values of coefficients "a", "b", "c" and "d" shall be as listed by the Employer in the Contract Data. These values are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of respectively, labour, Contractor's Equipment, Materials and fuel.
- (viii) "L" shall be the labour index and shall be the "Consumer Price Index" for the Eastern Cape Province Geographic Index as published by Statistics South Africa in Statistical News Release P0141 Table A.
- (ix) "P" shall be the Contractor's Equipment index and shall be the index for "Civil Engineering Plant" as published by Statistics South Africa in Statistical News Release P0151 Table 4.
- (x) "M" shall be the materials index and shall be the index for "Civil Engineering" as published by Statistics South Africa in Statistical News Release P0151 Table 3.
- (xi) "F" shall be the fuel Index and shall be the index for "Diesel at wholesale level – Coastal" as published by Statistics South Africa in Statistical News Release P0151 Table 4.
- (xii) The suffix "o" denotes the base indices applicable to the base month, which shall be the month in which the Base Date falls.
- (xiii) The suffix "t" denotes the current indices applicable to the month in which falls the last day of the period to which the relevant payment certificate relates, which shall not be earlier than the twentieth day of the month unless otherwise agreed by the Engineer in writing.
- (xiv) For the purpose of calculating the adjustment to the value of the relevant certificates, the amount "Ac" shall be determined by the formula:

$$Ac = T - S - D - E - Ap$$

in which the symbols have the following meanings:

- (xv) "T" shall be the total value of the portion of the certificate under consideration excluding any advance payments before the deduction of any retention monies, delay damages, or repayment of advances and before any adjustments made in terms of this Sub-Clause.
- (xvi) "S" shall be the aggregate of (a), (b) and (c) referred to below and included in "T"
 - (a) the value of any work done by Nominated Subcontractor/s and not subject to the Contract Price Adjustment provision of the principal Contractor;
 - (b) the value of any extra or additional work;
 - (c) the value of any work done against Provisional Sums;

where special arrangements for price adjustments in respect of those amounts were made and recorded at the time the work was ordered.

- (xvii) "D" shall be the value of work included in "T" done at new rates or prices fixed in terms of Sub-Clause 12.3 [*Valuation of the Works*] where those rates or prices are not based on labour, Contractor's Equipment or material costs in force at the time of tendering. When new rates or prices are based on tendered rates or prices applicable at the base month of the indices, the value of work done at such new rates or prices shall not be included in the value of "D".
- (xviii) "E" shall be the amount included in "T" paid for any daywork executed at current rates plus percentage allowances as set out in Sub-Clause 13.6 [*Adjustments for Changes in Laws*], where those rates are not based on labour Contractor's Equipment or material costs in force

at the time of tendering and indicated in the Daywork Schedule which is included in Volume 3 hereof. Generally when Daywork rates are based on tendered rates or on current costs de-escalated to the base month of the indices, the value of work done at these rates shall not be included in the value of "E".

- (xix) "Ap" shall be the sum of "Ac" amounts determined in terms of this Sub-Clause for all certificates issued in accordance with Clause 14 preceding in time the certificate under consideration.
- (xx) Save only for additional work or variations ordered to be carried out after the Time for Completion, (as extended, if applicable under Sub-Clause 8.5 [*Extension of Time for Completion*]) if the Contractor fails to complete the Works or any Section thereof within the relevant Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable to the month in which the Time for Completion of that Section expires, or (ii) the current index or price: whichever is more favourable to the Employer.
- (xxi) If any index relevant to any particular certificate is not known at the time the certificate is valued the latest available index shall be used and an adjustment made when the index relevant to that particular certificate is published.

CLAUSE 14 – CONTRACT PRICE AND PAYMENT

Sub-Clause 14.2 – Advance Payment

Sub-Clause 14.2.1 Advance Payment Guarantee

On the fifth and sixth lines of the first paragraph, replace “based on the sample form included in the Tender documents” with “in the form annexed to the Particular Conditions”.

At the end of point (c), delete the full stop and add the following text:

“, or the Employer in his sole discretion may suspend further payments due to the Contractor until such extension evidence is received or deduct the full balance or part thereof from any monies that may have become due to the Contractor.”

Sub-Clause 14.5 – Plant and Materials intended for the Works

Add the following to the third paragraph sub-paragraph (a):

“(iv) produced satisfactory documentary evidence of ownership of such Plant and Materials or has delivered to the Employer an indemnity in a form acceptable to the Employer against any claim to or in respect of such Plant and Materials by reason of the Contractor’s sequestration or liquidation or of any defect in the Contractor’s title to the Plant and Materials.”

In the eighth line of the final paragraph after “agreed or determined amount”, insert:

“to a maximum value equivalent to 10% of the Accepted Contract Amount”

Sub-Clause 14.7 – Payment

At the end of the Sub-Clause, add new paragraphs:

“The Contractor shall supply to the Employer within 28 days after the date of the Letter of Acceptance the following information and documentation in relation to bank transfers, in notarised originals:

- (a) Formal written notice from the authorised and designated representative of the Contractor designating which officials of the Contractor or his individual members are authorised to issue bank instructions on his behalf; and

- (b) Notarised original specimen signatures of the persons named in (a) above and notarised copies of company resolutions so authorising them.”

Sub-Clause 14.12 Discharge

On the seventh line of the first paragraph replace “Sub-Clause 21.6 [Arbitration]” with Clause 21 [Disputes and Arbitration]”.

CLAUSE 15 – TERMINATION BY EMPLOYER

Sub-Clause 15.2 Termination for Contractor’s Default

Sub-Clause 15.2.4 – Completion of the Works

After the third paragraph insert a new paragraph:

“Without prejudice to the Employer’s rights under this Sub-Clause, the Employer may at any time after he has become entitled to the maximum amount of delay damages under Sub-Clause 8.8 [*Delay Damages*] and provided the Taking Over-Certificate in respect of the whole of the Works has not been issued, by Notice in writing to the Contractor require him to complete any outstanding part of the Works. Such Notice shall fix a final Time for Completion of the Works including passing the Tests on Completion which shall be reasonable having regard to such delay as has already occurred and the extent of work required to achieve completion. If the Contractor fails to complete the Works within such time and this is not due to a cause for which the Employer is responsible, the Employer may by further notice to the Contractor either:

- (a) require the Contractor to complete; or
- (b) may himself complete the Works and, provided that he does so in a reasonable manner, all costs so incurred shall be for the Contractor’s account; or
- (c) terminate the Contract in whole or in part under this Sub-Clause without prejudice to his other rights and remedies under the Contract or otherwise.”

CLAUSE 16 – SUSPENSION AND TERMINATION BY CONTRACTOR

Sub-Clause 16.2 - Termination by Contractor

Sub-Clause 16.2.1 Notice

Delete Sub-Clause 16.2.1 (g) (i).

Sub-Clause 16.4 – Payment after Termination by Contractor

Delete the text of paragraph (b) and substitute:

“subject to the Contractor’s compliance with Sub-Clause 20.2 [*Claims for Payment and/or EOT*], pay to the Contractor the amount of any loss or damage sustained by the Contractor as a direct result of this termination excluding any indirect or consequential loss or damage including loss of profit, and/or loss of contract (save where (i) the Contractor is expressly entitled to profit under any clause in these conditions or (ii) the Employer is guilty of fraud, deliberate default or reckless misconduct).”

CLAUSE 17– CARE OF THE WORKS AND INDEMNITIES

Sub-Clause 17.1 Responsibility for Care of the Works

On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.

Sub-Clause 17.2 – Liability for Care of the Works

In the third paragraph delete “promptly” and substitute:

“, within 7 days of becoming aware, or when he ought reasonably to have become aware, of the loss or damage,”

Sub-Clause 17.3 Intellectual and Industrial Property Rights

On the first line of the second paragraph, replace “notice “with “a Notice”.

CLAUSE 19 – INSURANCE

Sub-Clause 19.1 –General Requirements.

Delete the contents of Clause 19.1 and replace with the following:

“The Employer will effect and maintain the following insurances:

a) The Works

Deductibles will be as decided by the Employer.”

“b) Public Liability

As decided by the Employer.”

The contractor will be responsible for payment of excess amounts on insurance claims for: a) The Works and b) Public Liability above.

Sub-Clause 19.2 – Insurance to be provided by the Contractor.

Delete the contents of Clause 19.2 and replace with the following:

“The contractor shall effect and maintain the following insurances:

a) Constructional plant owned, leased or hired by him, which is brought onto the site. The Contractor shall take out SASRIA (riot) insurance for ‘Contract Works’ and ‘Construction Plant’ to the value of the Works and replacement value of Construction Equipment on Site respectively.

b) Health and Safety Insurance.

- i) The contractor shall indemnify the Employer against penalties levied upon the Employer due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.
- ii) The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.
- iii) The contractor shall also pay all contributions required in terms of the provisions of the Occupational Health and Safety Act, 1993 (as amended) and prove to the Engineer that such contributions has been paid.

CLAUSE 21 – DISPUTES AND ARBITRATION

Sub-Clause 21.4 – Obtaining DAAB’s Decision

Sub-Clause 21.4.1 Reference of a Dispute to the DAAB

Delete point (c) and substitute:

- “(c) set out the referring Party’s case relating to the Dispute in a “Statement of Case”; which Statement of Case shall include as a minimum:
- (i) a clear and concise description of each of the issues in dispute submitted to the DAB for a decision;
 - (ii) identification of the relevant items that are not in dispute;
 - (iii) a fully argued statement of the referring Party’s position on each issue in dispute;
 - (iv) the allegations of fact on which the Party relies;
 - (v) the contentions of contract and/or law on which the Party relies;
 - (vi) the relief sought under the Contract;
 - (vii) any other support for the referring Party’s position such as documents, drawings, schedules and correspondence (including, where applicable, a copy of the certificate, determination, instruction, opinion or valuation of the Engineer); and
 - (viii) a statement of what the referring Party requests the DAB to decide.”

After the first paragraph, add the following paragraph:

“The other Party shall respond to the “Statement of Case” in writing (the “Response”). The Response shall include as a minimum:

- (ix) a fully argued statement of the responding Party’s position on each issue in dispute;
- (x) identification of the relevant items that, in his opinion, are not in dispute;
- (xi) the allegations of fact on which the responding Party relies;
- (xii) the contentions of contract and/or law on which the responding Party relies;
- (xiii) any support for its position such as documentation, drawings, schedules and correspondence; and
- (xiv) a statement of what the responding Party requests the DAB to decide.”

Sub-Clause 21.6 – Arbitration

In the first paragraph, line six, delete “international”.

In sub-paragraph (a), delete “Arbitration of the International Chamber of Commerce” and substitute “the Association of Arbitrators (Southern Africa) and the place of arbitration shall be Pretoria, Republic of South Africa”

Add the following new Clauses:

“CLAUSE 22 – SECTION 37(2) UNDERTAKING

The Parties record that, in terms of the Contract, the Employer shall not be liable in respect of any breach of the Occupational Health & Safety Act by the Contractor or its Subcontractors and any employees or agents of the Contractor and/or any Subcontractor.

The Contractor shall provide a Section 37(2) Undertaking and shall deliver a duly signed Section 37(2) Undertaking to the Engineer prior to such entity entering the Site.

The Contractor acknowledges that this Section 37(2) Undertaking constitutes an agreement in terms of Section 37(2) of the Occupational Health and Safety Act, in terms of which, all responsibility (both civil and criminal) for health and safety matters in relation to the performance of the Works by the Contractor and any of its employees, shall be that of the Contractor.

In accepting such responsibility as set out in herein, the Contractor shall indemnify the Employer against any loss, damage, injury or death, however caused, to the Contractor or to any Subcontractors or any employees or agents of the Contractor and/or any Subcontractor and shall hold the Employer harmless against all and any claims, losses, damages, liability, costs and expenses of whatsoever nature, which the Employer may, at any time sustain or incur arising out of the aforementioned circumstances; provided that such loss, damage, injury or death is not caused by the wilful action or omission or gross negligence of the Employer.

CLAUSE 23 – GENERAL

Sub-Clause 23.1 – Entire Agreement

This Contract contains the entire agreement between the Parties as to the subject matter hereof.

Sub-Clause 23.2 – No Claim

No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Contract.

Sub-Clause 23.3 – No Waiver

No failure by any Party to enforce any provision of this Contract shall constitute a waiver of such provision or affect in any way that Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

Sub-Clause 23.4 – Non-variation

No agreement to vary, add to or cancel this Contract shall be of any force or effect unless reduced to writing and signed on behalf of the Parties to this Contract.

Sub-Clause 23.5 – Cession

No Party may cede any of its rights or delegate any of its obligations under this Contract without the prior written consent of the other Party to this Contract.

Sub-Clause 23.6 – No Partnership

Nothing in this Contract shall constitute or be deemed to constitute a partnership between any of the Parties, and none of them shall have the authority to bind the others in any way.

Sub-Clause 23.7 – Consent to Jurisdiction

The Parties hereby consent to the non-exclusive jurisdiction of the Eastern Cape High Court, Grahamstown in connection with any action which any Party to this Contract may institute in connection with this Contract.

Sub-Clause 23.8 – Subsequent Maintenance Contracts

The Contractor, on the instruction of the Engineer, shall instruct his mechanical and electrical suppliers and/or subcontractors (as may be appropriate), based upon a Letter of Intent included in the Tender, to enter into negotiations with the operator of the Works for the implementation of maintenance contracts for the mechanical and electrical works, as may be required by the operator. These maintenance contracts shall come into force immediately following the Expiry Date or at such other time as may be agreed between the individual suppliers and/or subcontractors and the operator and shall endure for such periods of time as may be agreed between the individual suppliers and/or subcontractors and the operator.

To the extent that any manufacturers' and/or suppliers' warranties and/or guarantees, which were vested in the Contractor, are still valid after the Expiry Date these are to be ceded immediately following the Expiry Date to the operator by the Contractor and the relevant warrantor or guarantor. The terms and conditions of such cessions shall form a part of the maintenance contracts negotiated and agreed between the parties concerned. Should any extended warranties and/or guarantees from suppliers and /or subcontractors be available on commercially reasonable terms and conditions these may also form a part of the maintenance contract negotiations."

CLAUSE 24 – SPECIAL PROVISION

CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
- 1.2 In this document -
 - (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
 - (c) "worker" means any person working in an elementary occupation on a EPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task*based work" means work in which a worker is paid a fixed rate for performing a task;
 - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work-
 - (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least twelve consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the nextday.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work {"emergency work"}.

8. Sick Leave

- 8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 8.7 An employer must pay a worker sick pay on the worker's usual payday.
- 8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is -
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related 1nJury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

9. Maternity Leave

- 9.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

- 9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.5 A worker may begin maternity leave -
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date -
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10. Family responsibility leave

- 10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
 - (b) when the employee¹'s child is sick;
 - (c) in the event of a death of -
 - (i) the employee¹'s spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

- 11.1 An employer must give a worker a statement containing the following details at the start of employment -
- 11.1.1 the employer's name and address and the name of the EPWP;
 - 11.1.2 the tasks or job that the worker is to perform; and
 - 11.1.3 the tasks or job that the worker is to perform; and
 - 11.1.4 the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - 11.1.5 the worker's rate of pay and how this is to be calculated;
 - 11.1.6 the training that the worker will receive during the EPWP.
 - 11.1.7 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
 - 11.1.8 An employer must supply each worker with a copy of these conditions of employment.

12 Keeping Records

- 12.1 Every employer must keep a written record of at least the following -
- (a) the worker's name and position
 - (b) copy of an acceptable worker identification
 - (c) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (d) in the case of a time-rated worker, the time worked by the worker;
 - (e) payments made to each worker.

13 Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1st of November in- line with

- inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place-
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker
- 13.9 If the worker is paid in cash or by cheque¹ this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 13.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment

14. Deductions

- 14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 14.4 An employer may not require or allow a worker to -
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

15. Health and Safety

- 15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2 A worker must -
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) obey any health and safety instruction;
 - (c) obey all health and safety rules of the EPWP;
 - (d) use any personal protective equipment or clothing issued by the employer;
 - (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

16. Compensation for Injuries and Diseases

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 16.2 A worker must report any work-related Injury or occupational disease to their employer or manager.

- 16.3 The employer must report the accident or disease to the Compensation Commissioner.
- 16.4
- 16.5 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

18. Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating -
- (a) the workers full name;
 - (b) the name and address of the employer;
 - (c) the EPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the EPWP;
 - (f) the period for which the worker worked on the EPWP;
 - (g) any other information agreed on by the employer and worker.”

APPENDIX – GENERAL CONDITIONS OF DISPUTE AVOIDANCE/ADJUDICATION AGREEMENT

Title

Replace “General Conditions of Dispute Avoidance/Adjudication Agreement” with “General Conditions of DAAB Agreement”.

Sub-Clause 1.2:

On both the first and third lines, replace “DAA Agreement” with “DAAB Agreement”.

Sub-Clause 1.3

On the first line, replace ““Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” with: “DAAB Agreement” is as defined under the Contract and is”.

On the first line of sub-paragraph (c), replace “DAA Agreement” with: “DAAB Agreement”

Sub-Clause 1.7 to Clause 12:

In sub-paragraph (c) (ii), replace “chairman” with: “chairperson”

Replace all instances of “DAA Agreement” with: “DAAB Agreement”.

Sub-Clause 11.1:

On the second line, delete the text:

“, or in the case of a three-member DAAB the Other Members jointly,”

C1.3. Pro-forma Performance Guarantee

Name of Contract/Contract No.: _____

Name and address of Beneficiary (the "Employer"):

We have been informed that _____
[insert
name of the Contractor] (hereinafter called the "Principal") is your contractor under such Contract, which requires him/her to obtain a Performance Security.

By this Bond,

_____ [insert name and address of contractor]

(who is your Contractor under such Contract) as Principal and: _____

_____ [insert name
and address of Guarantor] as Guarantor are irrevocably held and firmly bound to the Beneficiary in the total amount of _____ [insert in figures and words the maximum amount payable and the currency in which it is payable] (the "Bond Amount") for the due performance of all such Principal's obligations and liabilities under the above named Contract. [Such Bond Amount shall be reduced by _____ % upon the issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of the Conditions of Contract.] (1)

This Bond shall become effective on the Commencement Date defined in the Contract.

Upon Default by the Principal to perform any contractual obligation, or upon the occurrence of any of the events and circumstances listed in Sub-Clause 15.2.1 of the Conditions of Contract, the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default, event or circumstances. (2) However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal, or by any variation or suspension of the Works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary, or by any other matters, whether with or without the knowledge or consent of the Guarantor.

Any claim under this Bond must be received by the Guarantor on or before _____ [insert the date six months after the expected expiry of the Defects Notification Period for the Works] (the "Expiry Date"), when this Bond shall expire and shall be returned to the Guarantor.

The benefit of this Bond may be assigned subject to the provisions for assignment of the Contract, and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Bond shall be governed by the law of _____ [insert the law governing the bond] being the same country (or other jurisdiction) as that which governs the Contract. This Bond incorporates and shall be subject to the Uniform Rules for Contract Bonds, published as number 524 by the International Chamber of Commerce, and words used in this Bond shall bear the meanings set out in such Rules.

Whereas this Bond has been issued by the Principal and the Guarantor on _____ [date]

Signatures for and on behalf of the Principal⁽¹⁾:

(signature)

(signature)

(name)

(name)

Signatures for and on behalf of the Guarantor⁽²⁾:

(signature)

(name)

(signature)

(name)

⁽¹⁾ When writing the tender documents, the writer should ascertain whether to include the optional text, shown in parentheses [].

⁽²⁾ Insert: [and shall not be entitled to perform the Principal's obligations under the Contract.]

Or: [or at the option of the Guarantor (to be exercised in writing within 42 days of receiving the claim specifying such Default) perform the Principal's obligations under the Contract.]

⁽³⁾ Whether one or more signatories for the Principal are required will depend on the Principal and/or applicable law.

⁽⁴⁾ Whether one or more signatories for the Guarantor are required will depend on the Guarantor and/ or applicable law.

C1.4 Disputes and Arbitration

Disputes and Arbitration shall be carried out in terms of Clauses 21.4 of the Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, Second Edition 2017.

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN O. R. TAMBO DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED 2014

I,,
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF O. R. TAMBO DISTRICT MUNICIPLITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work Procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

C2: Pricing Data and Bill of Quantities

Number	Heading	Pages
C2.1	Pricing Instructions	92
C2.2	Bill Of Quantities	93

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	PC sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings with no allowance for waste.

4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

12. If there is a discrepancy in description of items between the Bill of Quantities and the Drawings, the Bill of Quantities Description shall be used.

C2.2. Bill of Quantities

SECTION	DESCRIPTION
1.	PART A: SCHEDULE 1: PRELIMINARY AND GENERAL
2.	PART A: SCHEDULE 2: OCCUPATIONAL HEALTH AND SAFETY
3.	PART B: SCHEDULE 1: BULK EARTHWORKS
4.	PART B: SCHEDULE 2: INTERNAL ROADS
5.	PART B: SCHEDULE 3: CIVIL ENGINEERING SERVICES
6.	PART B: SCHEDULE 4: STEEL RESERVOIR
7.	PART B: SCHEDULE 5: FENCING
8.	PART B: SCHEDULE 6: SLUDGE LAGOON
9.	PART B: SCHEDULE 7: DAYWORK
10.	PART C: SCHEDULE 1: FLOW CONTROL CHAMBER
11.	PART C: SCHEDULE 2: CASCADE AERATOR
12.	PART C: SCHEDULE 3: PAC CONTACT TANK
13.	PART C: SCHEDULE 4: PRIMARY FLOW DIVISION STRUCTUR
14.	PART C: SCHEDULE 5: COMPACT UNIT
15.	PART C: SCHEDULE 6: CLEAR WATER RESERVOIR
16.	PART C: SCHEDULE 7: CHLORINE BUILDING
17.	PART C: SCHEDULE 8: RECYCLE PUMP STATION
18.	PART C: SCHEDULE 9: CHEMICAL DOSING AND STORAGE
19.	PART C: SCHEDULE 10: ELECTRICAL AND BLOWER BUILDING
20.	PART C: SCHEDULE 11: EMERGENCY EQUIPMENT BUILDING AND MISCELLANEOUS STRUCTURES
21.	PART C: SCHEDULE 12: INTERCONNECTING PROCESS PIPEWORK
22.	PART C: PART F: SCHEDULE 1: BUILDING WORK

SUMMARY OF BILL OF QUANTITIES

DECLARATION

Summary of Bill of Quantities

BILL OF QUANTITIES	AMOUNT
PART A: SCHEDULE 1: PRELIMINARY AND GENERAL	
PART A: SCHEDULE 2: OCCUPATIONAL HEALTH AND SAFETY	R.....
PART B: SCHEDULE 1: BULK EARTHWORKS	R.....
PART B: SCHEDULE 2: INTERNAL ROADS	R.....
PART B: SCHEDULE 3: CIVIL ENGINEERING SERVICES	R.....
PART B: SCHEDULE 4: STEEL RESERVOIR	R.....
PART B: SCHEDULE 5: FENCING	R.....
PART B: SCHEDULE 6: SLUDGE LAGOON	R.....
PART B: SCHEDULE 7: DAYWORK	R.....
PART C: SCHEDULE 1: FLOW CONTROL CHAMBER	R.....
PART C: SCHEDULE 2: CASCADE AERATOR	R.....
PART C: SCHEDULE 3: PAC CONTACT TANK	R.....
PART C: SCHEDULE 4: PRIMARY FLOW DIVISION STRUCTUR	R.....
PART C: SCHEDULE 5: COMPACT UNIT	R.....
PART C: SCHEDULE 6: CLEAR WATER RESERVOIR	R.....
PART C: SCHEDULE 7: CHLORINE BUILDING	R.....
PART C: SCHEDULE 8: RECYCLE PUMP STATION	R.....
PART C: SCHEDULE 9: CHEMICAL DOSING AND STORAGE BUILDING	R.....
PART C: SCHEDULE 10: ELECTRICAL AND BLOWER BUILDING	R.....
PART C: SCHEDULE 11: EMERGENCY EQUIPMENT BUILDING AND	R.....
PART C: SCHEDULE 12: INTERCONNECTING PROCESS PIPEWORK	R.....
PART C: PART F: SCHEDULE 1: BUILDING WORK	R.....
SUMMARY OF BILL OF QUANTITIES	R.....

NOTE: Any amendment / omission / addition / change to the added percentages or

summations above will result in the tender being ruled a material deviation and therefore non-responsive

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

Declaration

In respect of completeness of Tender

The Municipal Manager
O. R. TAMBO District Municipality
Private Bag X6043
MTHATHA
5099

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document upon which my/our tender for the **NTSONYINI NGQONGWENI REGIONAL WATER SUPPLY SCHEME PHASE 2A: CONSTRUCTION OF A 15ML/DAY WATER TREATMENT WORKS (CIVIL WORKS)** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE