O. R. TAMBO DISTRICT MUNICIPALITY

O.R. TAMBO
DISTRICT MUNICIPALITY

PROJECT NUMBER: MIS 478 793 B

SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B

DESCRIPTION: CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR

CONTRACT 2

SEPTEMBER 2026

NAME OF BIDDER:

BID AMOUNT:

CSD SUPPLIER NUMBER:

CLOSING DATE & TIME: **03 NOVEMBER 2026 @12H00**

Prepared for:
The Municipal Manager
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

Prepared by:
Infrastructure Water and Sanitation
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

PLEASE CHECK x / √

That you have read all the pages of the bid document. ……..

That you have completed ALL the forms required to be completed in NON-ERASABLE INK. …….

That your arithmetic calculation in the bill of quantities is correct. ……..

That you have attached ALL necessary documentation relating to the composition of the bidding entity, i.e. ……..

- Company registration documents naming the shareholders
- and Directors/members of the company, close corporation, etc.
- Joint venture agreement if bidding entity is a joint venture.

That the COMPLETE bid document is submitted. ……

That the FORM OF OFFER is completed in full and signed. …….

That ALL returnable documents are completed and signed. ……..…..

Ensure that your bid is submitted by 12H00PM on the closing date of the bid.

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Number	Heading	Colour
	The Tender	
	Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender	White
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	Part T2: Returnable documents	
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for Tender Evaluation Purposes	Yellow
T2.3	Returnable Documents Incorporated into the Contract.	Yellow
	The Contract	
	Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
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	
C2.1	Pricing Instructions	Yellow
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	Part C3: Scope of Work	
C3.1	Description of the Works	Blue
C3.2	Engineering	Blue
C3.3	Procurement	Blue
C3.4	Construction	Blue
C3.5	Management	Blue
C3.6	Health and Safety	Blue
C3.7	Project Specifications	Blue
	Part C4: Site Information	
C4.1	Geotechnical Report	Green
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APPENDIX A	Locality Layout
APPENDIX B	Monthly Reporting Templates
APPENDIX C	Environmental Specifications
APPENDIX D	OHS Specifications and Baseline Risk Assessment
APPENDIX E	Geotechnical Investigation
APPENDIX F	Rainfall Data
APPENDIX G	Book of Drawings

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for a project funded by the Municipal Infrastructure Grant under the O. R. Tambo District Municipality.

Project Number	Name and Description	CIDB Grading	Bid Closing Date and Time
Contract No.: MIS 478 793B	Sidwadweni Regional Water Supply Scheme Phase 5B – Construction of Rising Main Pipeline and Nduku Command Reservoir – Contract 2	8CE	03 November 2026 @12pm

A **compulsory clarification meeting** with representatives of the Employer will take place at **10H00 on Wednesday, 07 October 2026, at Mhlontlo Local Municipality, Tsolo Town Hall, then proceed to Site.**

THE MUNICIPALITY WILL NOT REPEAT ANY MATTERS ALREADY COVERED IN THE COMPULSORY BRIEFING MEETING TO THE TENDERERS WHO ARRIVE MORE THAN 10 MINUTES LATE TO THE MEETING, NOR WILL IT ALLOW SUCH TENDERERS TO COMPLETE THE ATTENDANCE REGISTER. ANY BID RECEIVED FROM A TENDERER WHO DID NOT ATTEND THE BRIEFING MEETING AND SIGN THE ATTENDANCE REGISTER WILL NOT BE CONSIDERED.

Bid documents should be downloaded from the e-Tender website (www.etenders.gov.za) or the O.R. Tambo website (www.ortambo.gov.za) at no cost.

Bids must be completed in black ink, enclosed in a sealed envelope, and clearly marked with the "**Project number, project name and description"**, deposited in the Open Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than 12H00pm on **03 November 2026**.

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 tenderer 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 at **12H00 on 03 November 2026.** 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.

In terms of the O. R. Tambo District Municipality SCM Policy Section 91, the Municipality will apply Fair Distribution of Municipal Resources on Capital Infrastructure Projects, Objective criteria on the evaluation and award of bids.

RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/partners/members, as the case maybe.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the PIN issued by SARS.
- Attach a Soft Copy of the Completed Tender Document in PDF Format in a USB Flash drive.

INVALID OR NON-SUBMISSION OF THE FOLLOWING RETURNABLE DOCUMENTS WILL DISQUALIFY A BID SUBMISSION:

- Complete the bid document fully, 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.
- Attach audited annual financial statements of the bidding entity for the past three years (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.
- Attach Proof of Certification of the Public Interest Score (PIS) if it is below 350.
- Attach proof of the latest municipal rates and taxes statement **of the bidder and each company director,** and each company indicating that rates and taxes are not in arrears for more than 3 months.
- Attach proof of the latest municipal water and sanitation charges statement of the bidder and 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.
- Attach a confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where rates, taxes and service charges are not billed.
- Attach a copy of a valid lease agreement where the bidder does not own the property from

which they are operating.

- Attach proof of registration with the Construction Industry Development Board (CIDB).
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).
- Attach consolidated company registration documents, bank account, SARS Tax pin, CSD COID (for JV or Consortium)
- 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.

EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:

Bids will be evaluated in three stages, namely:

- Stage 1 – Compliance with Bid Rules and other Requirements
- Stage 2 – Functionality Assessment
- Stage 3 – Price and Specific Goals Points

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 the 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 are allocated for price and 10 points allocated for specific goals of the contributor, as follows:

The specific goals allocated points in terms of this tender	**Number of points Allocated on 90 / 10 system**
51% Black-owned enterprises	04
100% Women-owned enterprises	02
100% Youth-owned enterprises	02
Where the enterprise head office or primary place of business is located within the O.R. Tambo District	02

CONDITIONS OF THE TENDER WITH REGARDS TO SUB-CONTRACTING

IT IS A CONDITION OF THIS TENDER THAT THE SUCCESSFUL TENDERER MUST SUBCONTRACT A **MINIMUM OF 20%** OFTHE VALUE OF THE CONTRACT SUM (EXCLUDING SPECIALIST SUPPLY ITEMS, PROVISIONAL SUMS, CPA AND CONTINGENCIES) TO THE DESIGNATED GROUPS AS INDICATED IN THE TENDER DOCUMENT.

Tenders may only be submitted on the 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 6400 or email: nkosiyabon@ortambodm.gov.za

All Supply Chain Management enquiries may be directed to Mr S. Hopa, telephone number (047) 501 6400 or Email: sakhiwoh@ortambodm.org.za during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

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

B. Mase

Municipal Manager

T1.2: TENDER DATA

The Standard Conditions of Tender are those contained in Annexure C of the Construction Industry Development Board (CIDB) *Standard for Uniformity in Engineering and Construction Works Contracts (August 2019)* as published in Board Notice 423 of 2019, in Government Gazette No. 42622, on 08 August 2019.

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

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

Clause	**Wording / Data**
C.1.1	**General**
C.1.1.1	The Employer is: O. R. Tambo District Municipality Private Bag X6043 Mthatha 5099 Telephone: (047) 501 6400 Email: nkosiyabon@ortambodm.gov.za
C.1.1.2	Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents: Declaration of Intent of Persons in Service of State and Declaration of Tenderers Supply Chain Management Practices.
C.1.2	The Tender documents issued by the Employer comprise: **Tender** T1.1 Tender Notice and Invitation to Tender. T1.2 Tender Data T1.3 Standard Conditions of Tender T2.1 List of Returnable Documents T2.2 Returnable Documents for Tender Evaluation Purposes T2.3 Returnable Documents to be Incorporated into the Contract

Clause	Wording / Data
	Contract
	Part C1: Agreements and Contract data
	C1.1 Forms of Offer and Acceptance
	C1.2 Contract Data
	C1.3 Tenderer's Direct Participation of Targeted Labour
	C1.4 Specification for SMME Sub-contractor Employment
	C1.5 Performance Guarantee (Pro forma)
	C1.6 Adjudication
	C1.7 Agreement in Terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)
	Part C2: Pricing Data
	C2.1 Pricing Instructions
	C2.2 Bill of Quantities
	Part C3: Scope of Works
	C3.1 Description of the Works
	C3.2 Engineering
	C3.3 Procurement
	C3.4 Construction
	C3.5 Management
	C3.6 Health and Safety
	C3.7 Project Specifications
	Part C4: Site Information
	Part C5: List of Tender Drawings
	Appendices A – G.
	Documents not issued to Tenderers', but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers, the Construction Industry Development Board, and the Employer, as applicable:
	a) GCC2015 "General Conditions of Contract for Construction Works", Third Edition, second print, 2015, published by the South African Institute of Civil Engineering (SAICE) *Tel 011 805 5947)
	b) S.A. National Standards SANS 1200 Standardised Specifications for Civil Engineering

Clause	Wording / Data
	Construction. c) The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022). d) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and Construction Regulations (2014) and COVID-19 requirements for Construction Sites.
C1.3	**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 conditions of tender.
C.1.4	**Communication**: Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to tenderers will be regarded as amending the Tender Documents. The Employer's Agent is: Name: Zutari (Pty) Ltd Address: 1 Pearce Street Berea East London 5241 Contact person: Gcobani Tshayana Telephone: 043 721 0900 Email: Gcobani.Tshayana@zutari.com
C.2	**Tenderer's obligations**
C.2.1.1	Only those tenderers who are registered with the Construction Industry Development Board (CIDB) (as "Active" at the time of tender closing) 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 tender for an **8CE class of construction work**, are eligible to submit a tender offer. Joint ventures are eligible to submit a tender offer provided that: Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing).

Clause	Wording / Data
	a) The Lead partner has a contractor grading designation in the CE class of construction work and not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status. b) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **8CE class of construction work** or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. c) Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. d) The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit. Tenderers are eligible to submit a tender offer, provided they have submitted the following tender requirements listed below: a) Tax Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number. b) The tenderer is registered on the National Treasury Central Supplier Database (CSD) and provides proof of registration must be in the form of CSD registration number. Also note the following: i. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award. ii. In the case of Joint Venture partnerships, this requirement will apply individually to each party to the Joint Venture. iii. Tenderers who wish to register as service providers on the CSD can register online at https://secure.csd.gov.za/Account/Register. iv. For further enquiries, contact the Supply Chain Management Unit on Tel: (047) 501 6400

Clause	**Wording / Data**
	c) A resolution authorising a person to sign the bid documents (Full completion and signing of Form 2.2.2 or resolution on company letterhead). d) Attendance of Compulsory Site Briefing: e) Only Tenderers who have attended the compulsory site briefing, signed the attendance register and have Form 2.2.8 Certificate of Attendance at Clarification Meeting signed by the Employer's Agent or his representative, will be eligible to submit a tender offer. f) A **valid CIDB registration** with a **minimum grading of 8CE**. In case of JV, the tenderer has submitted a combined CIDB grading form and mandatory JV agreement that includes the agreement and banking details and stipulates the JV lead partner's as well as JV partners' CRS numbers are indicated on the form (proof must be attached). g) A signed Form of Offer in the Contract Section C1.1. h) 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. i) The Tenderer has not failed to perform on any previous contract and has not been given written notice to this effect. j) Further Compulsory Documents to be submitted by the Tenderer: In addition to all the documents listed from a) to j) above and all other documents requested in Section T2.1 and T2.2 and T2.3 (Returnable Documents), it is further required that copies of the following current and valid company certificates be provided: i. Letter of Good Standing (Form 2.2.5) from Compensation Commissioner or Insurer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases (COID) Act (Act No 130 of 1993). ii. Letter of Good Standing from the Department of Labour (UIF). iii. In the case of Joint Ventures, the above shall be provided for each JV Partner. The above documents shall be included in the Supporting Documents file.
C.2.3	*Amend the Clause to read:* ".....and notify the Employer's Agent of any discrepancy...."
C.2.6	**Receipt of Addenda:** All tenderers to acknowledge receipt of any Addenda issued and to complete **Form 2.3.1: RECORD OF ADDENDA TO TENDER DOCUMENTS** in the Returnable Documents. Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of the Condition of Tender clause C.3.8.
C.2.7	For particulars regarding the compulsory clarification meeting (site inspection meeting) refer to

Clause	Wording / Data
	the **Tender Notice and Invitation to Tender (T1.1)** of this document. The onus rests with the tenderer to ensure that the person attending the clarification meeting on his behalf is appropriately qualified to understand all directives and clarifications given at that meeting. **Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to, and only tenders will be received from, those entities appearing on the attendance register.**
C.2.8	The employer shall respond to clarifications received up to **seven (7) working days** before the tender closing time.
C.2.9	The employer does not provide insurance. The contractor is responsible for providing full insurance cover for the contract.
C.2.10	**Pricing the Tender Offer** Tenderers are requested to state the rates and currencies in Rand. *Delete the contents of **Clause C.2.10.3** and replace with the following:* "This tender is subject to Contract Price Adjustment as set out in the Contract Data. An alternative offer of fixed rates will not be accepted."
C.2.11	*Add the following to the Clause:* "In the event of a mistake having been made on the Bill of Quantities, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration. No correction fluid is allowed. "If correction fluid has been used on any specific price time, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or a similar product. No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered. The Employer and/or Employer's Agent will reject and classify the tender non-responsive if corrections are not made in accordance with the above."
C.2.12	**Alternative Tender Offers** *Delete the contents of **Clause C.2.12** and replace with the following:* "No alternative offers will be accepted. This includes changes to the 'as-scheduled' allowance for Contingencies."
C.2.13.2	*Delete the contents of **Clause C.2.13.2** and replace with the following:* "Return all returnable documents to the Employer after completing them in their entirety by writing

Clause	**Wording / Data**
	legibly in non-erasable ink. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted. The Original to be submitted shall comprise: • Entire Tender Document, as proof of specifications tendered on and duly completed and signed. • Indexed Lever-Arch file (or files) with all supporting documentation clearly marked with Tenderer's name clearly marked on the spine or cover. • Tender Drawings (Book of Drawings) need **NOT** be submitted. Failure to comply with these requirements may result in the tender being declared non-responsive. Notwithstanding any statement in any of the Returnable Documents listed in T2 to the effect that supporting documentation must be attached to the associated Returnable Document, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Bill of Quantities must be fully and correctly filled in by hand in **black** ink. The binding of the original volume of the Tender Document may **NOT** be dismantled.
C.2.13.3	The number of Duplicate Copies required is none.
C.2.13.4	*Add the following to the clause:* "Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3 In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated. In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case **proof of such authorisation** shall be included in the Tender. In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

Clause	Wording / Data
	Failure to submit proof of authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive."
C.2.13.5	The employer's address for delivery of tender offers is given under Clause C.2.15.1 The identification details are: **TENDER FOR CONTRACT NO.: MIS 478 793 B** **SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2**
C.2.13.6	A two-envelope system will not be followed.
C.2.13.7	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.
C.2.14	The tenderer is required to provide all the data or information as requested below: • All the documents and schedules as listed under T2.1 & T2.2: Returnable Documents required for tender evaluation purposes. • All the documents and schedules as listed under T2.3: Returnable Documents that will be incorporated in the Contract. Should a Tenderer not provide all the above-mentioned data or information, the Tenderer will be considered non-responsive. *Add the following to the clause:* "Accept that the Employer shall, in the evaluation of tenders, take due account of the Tenderer's past performance in executing similar construction works of comparable magnitude, and the degree to which he possesses the necessary technical, financial, and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents. Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause C2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer."
C.2.15.1	The closing date and time for submission of tender offers is on **03 November 2026** at **12h00.**

Clause	**Wording / Data**
	The employer's address for the delivery of tender offers and identification details to be shown on each tender offer package is given below. Only tenders submitted to this tender box will be opened and considered. It is the Tenderer's responsibility to make sure it is delivered into the tender box before closing. Location of Tender Box: O. R. Tambo District Municipality Physical Address: O. R. Tambo District Municipality Ground Floor (Next to the Entrance) Myezo Park Nelson Mandela Drive Mthatha 5099 Identification Details: Place the signed tender offer in a package marked **"TENDER FOR CONTRACT NO.: MIS 478 793 B** **SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR – CONTRACT 2"** Telephonic, telegraphic, telex, facsimile, e-mailed, or posted tender offers will not be accepted.
C.2.16.1	**Tender Offer Validity** *Add the following to the end of **Clause C.2.16.1**:* "The tender offer validity period is **90 days**. 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."
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering a contract based on his tender offer: • withdraws his tender. • gives notice of his inability to execute the contract in terms of his tender; or • fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9. Withdrawal is accepted, and tenderers shall sign a letter to acknowledge withdrawal of bid**.**
C.2.17	**Clarification of Tender Offer after Submission** *Add the following to the end of **Clause C.2.17**:*

Clause	**Wording / Data**
	"A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."
C.2.18	The Tenderer shall, when requested by the Employer to do so, submit any additional information requested under this clause within **seven (7) working days** of the date of request.
C.2.22	The tenderer is required to return all tender documents with the Tender Offer, prior to the closing time for the submission of Tender Offers.
C.2.23	The tenderer is required to submit the following with their tender: **CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV:** a) Bidders must ensure compliance with their tax obligations. b) 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. c) Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. d) Bidders may also submit a printed TCS together with the bid. e) In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of their TCS / PIN / CSD number. f) Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided. g) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Document Form 2.2.18. h) Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Document Form 2.2.5). i) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture.

Clause	Wording / Data
C.3.1.1	*Delete the contents of* ***Clause C.3.1.1*** *and replace with the following:* "The Employer will respond to a request for clarification received up to seven working days before the tender closing time stated in the Tender Data."
C.3.2	The Employer shall issue addenda until three working days before the tender closing time. *Add the following to* ***Clause 3.2*****:** Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4.1	The time and location for the opening of tender offers are: Time: **12:00 pm** on **03 November 2026**
C.3.4.2	Tenders will be opened immediately after the closing time for tenders at: **Location:** **O. R. Tambo District Municipality** Physical Address: O. R. Tambo District Municipality Myezo Park Nelson Mandela Drive Mthatha, 5099
C.3.5	A two-envelope procedure **<u>will not</u>** be followed.
C.3.7	**Grounds for rejection and disqualification** *Add the following to the end of* ***Clause C.3.7****:* "Tenderers will be disqualified if: a) Any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. b) If, from information given in the completed General Information of Tenderer Compulsory Enterprise Questionnaire, the Employer considers that there is a potential conflict of interest which may potentially compromise the tender process. In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report the same to the CIDB and National Treasury.
C.3.8.2	*Add the following directly after* ***Clause C.3.8.2 c)****:*

Clause	Wording / Data
	"A tender offer that does not meet the requirements as specified below, will be deemed non-responsive: • The Tenderer's offer does not meet any one of the eligibility criteria specified in Clause C.2.1 as amended. • The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e., the price has not been completed in words and numbers, the Tenderer's details are not completed fully and correctly, and the Tenderer has failed to sign the Offer portion of C1.1. • If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request. • The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment. • There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as changing any quantity or percentage allowance in the Bill of Quantities or failing to incorporate the requirements of Addenda where these materially affected the pricing e.g. where the Notice to Tenderers required any amendments or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."
C.3.9.	Arithmetical errors, omissions, discrepancies and imbalanced unit rates *Delete the text of **Clause C.3.9** and replace with:* 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 appearing in words shall govern. Where there is a discrepancy between the amount in the Form of Offer and the Pricing Data Summary to the BOQ, the amount in the Form of Offer shall govern. Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the bills of quantities; or c) arithmetic errors in: i. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their

Clause	Wording / Data
	tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates, the tender offer shall be corrected as follows: a) If bills of quantities apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under a) and b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under C.2.16.3. The tenderer is required to submit balanced unit rates for rate-only items in the bill of quantities. The rates submitted for these items will be taken into account in the evaluation of tenders.
C.3.11	Tenders will be evaluated in terms of the O.R. Tambo District Municipality's procurement policy. The Employer reserves the right to contact references and make enquiries to determine the tenderer's competence, reliability, experience, reputation, and capability to perform the contract.
C.3.11.1	*Add the following new paragraph directly under **Clause C.3.11.1**.* The **Evaluation of tender offers** will be undertaken as follows: *Replace the contents of the entire sub-clause with the following:* 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 70 points** for quality (functionality), which will be explained in Stage 2 below. Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid. **Stage 1: Compliance with Bid Rules and other Requirements** The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. Tender offers will be screened to identify schedules and requested documents that are incomplete or have not been submitted. In particular, the following documentation must be completed and/or included within the bid.

Clause	Wording / Data
	• The Form of Offer and Acceptance. • **Audited** financial statements for the past three years for any tender price over R10 million. • Certified company registration documents and ID of members. • Form 2.2.1 General Information of Tenderer. • Form 2.2.2: Certificate of Authority for Signature. • Form 2.2.4: Schedule of Previous Experience. • Form 2.2.6: Certificate of Good Standing Regarding Tax. • Form 2.2.11 - MBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022. • Form 2.3.7: Proposed Key Personnel. • All information supporting the above forms. • Addenda issued during the bid period, if any. • The Bill of Quantities. Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender, including the following: a) Eligibility (C.2.1) b) Pricing the tender offer (C.2.10.3) c) Alterations to documents (C.2.11) d) Alternative tenders offer (C.2.12) e) Submitting a tender offer (C.2.13) f) MBD4 – Bidders' Disclosure. g) **The Bidder, based on the latest audited annual financial statements, must demonstrate the following:** **i. average annual revenue of not less than R60 million** **ii. Cash and cash equivalents of at least R 3 million** **iii. Working Capital of at least R6 million** **iv. Equity of at least R10 million** **over the past three (3) financial years based on the latest submitted audited annual financial statements.** Tender offers will be declared non-responsive should they fail to comply with any of the requirements in 1) above. Failure to supply the required and requested information will render the Bid Non-responsive, and the Bid will be disqualified.

Clause	Wording / Data

Stage 2: Minimum Conditions of Tender / Functionality

The next step in the evaluation process will consist of evaluating Functionality scores, as follows.

FUNCTIONALITY EVALUATION

ITEM	WEIGHT
Minimum Conditions of Tender / Functionality (see detailed criteria below)	**100**
• Experience with respect to similar projects	50
• Qualifications and experience of key staff assigned to the contract	30
• Plant and Construction Equipment	20

Only bidders who score ***70 points or more*** on stage 2 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be **100**, distributed as follows:

MINIMUM CONDITIONS OF TENDER

	Minimum conditions of tender / Functionality	Max tender evaluation points
B1.1	**Experience on similar projects**	**50**
B1.1	**Experience on similar projects completed in the last 10 years, further broken down into two types of projects:** **B1.1 – A: Welded steel pipeline with a minimum diameter of at least 200mm and a continuous length exceeding 2km successfully completed [30]** **B1.1 – B: Reinforced concrete reservoirs with a minimum capacity of 2 Mℓ [20]** Practical Completion Certificates not older than **12 months** or Completion Certificate for each Contract shall be included in the supporting documentation submitted with the bid document as evidence with the **Contract No, Contract Name, Employer and Employer's Agent and Date of Completion** clearly shown. **Copies of the Certificate of Completion and appointment letter 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 a completed project is not reflected on the certificate or appointment letter, provide a**	**50**

Clause	Wording / Data		
		letter from the client with the value. Reference letters will not be accepted in place of a completion certificate. **Only projects for which the Employer/Client can independently verify the information provided (including scope, value, role, and completion status) will be eligible to score points.** **Tender Note (Subcontracted Projects – Supporting Evidence)** Where a Bidder submits experience on projects performed as a subcontractor, the Bidder must attach **(i)** the subcontract appointment letter/contract and **(ii)** an appointment letter and completion certificate issued to the Principal Contractor by the relevant organ of state. Failure to attach both documents will render that project ineligible for evaluation under the experience criterion, and it will score zero (0) points.	
	B1.1 A	**Projects related to the construction of welded steel pipelines with a diameter of 200mm or larger and a continuous length exceeding 2km have been successfully completed in the last 10 years.**	**30**
		At least three (3) relevant construction contracts, each of a Total value of at least R 60 million, successfully completed within the last 10 years.	30
		At least two (2) relevant construction contracts, each of a Total value of at least R 40 million, successfully completed within the last 10 years.	20
		At least one (1) relevant construction contract with a Total value of at least R 20 million, successfully completed within the last 10 years.	10
		The Contractor has no completed projects, or the Contractor failed to provide adequate evidence of experience.	0
	B1.1 B	**Construction of Reinforced Concrete Reservoirs with a minimum capacity of 2 Mℓ has been successfully completed in the last 10 years.**	**20**
		• At least three (3) construction contracts of a similar nature successfully completed within the last 10 years, each of a Total value of at least R45 million.	20
		• At least two (2) construction contracts of a similar nature successfully completed within the last 10 years, each of a Total Value of at least R30 million.	10
		• The Contractor has less than two (2) construction contracts of a similar nature, each of a Total value of at least R15 million, or the Contractor failed to provide evidence of experience.	0
	B1.2	**Qualifications and Experience of Key Personnel**	**30**

Clause	Wording / Data			
			NB: No key personnel member may be assigned more than one duty under the Contract, i.e., different personnel must be assigned to each of the following key positions. **Contracts Manager** = Minimum B-Tech or BSc in 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, permanently on Site) = Minimum B-Tech **or** BSc in 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 **SMME Construction Manager** (Permanently on Site) = Minimum B-Tech **or** BSc in 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 **Health and Safety Officer** (Permanently on Site) = Hold Professional Registration with SACPCMP in the category of Professional Health and Safety Officer and have at least Four years' experience in the role of Health and Safety Officer on Civil Engineering construction sites. **Bidders must submit signed CVs/Resumes and contactable references. Proposed key personnel will be contacted by the Employer as part of the tender evaluation process to confirm their availability for the contract.**	
		B1.2.1	**Contracts Manager:** Relevant previous experience in water infrastructure engineering, specifically in the rehabilitation and/or construction of reservoirs and associated bulk water supply systems, with a minimum of: 10 years; = 10 points 6-9 years = 8 points 3-5 years = 4 points Less than 3 years = 0 points.	10
		B1.2.2	**Construction Manager (Site Agent):** Relevant previous experience in water infrastructure engineering, specifically in the rehabilitation and/or construction of reservoirs and associated bulk water supply systems, with a minimum of: 10 years; = 10 points 6-9 years = 8 points 3-5 years = 4 points Less than 3 years: 0 points	10

Clause	Wording / Data		
	B1.2.3	**SMME Construction Manager:** Demonstrable previous experience in the management and coordination of SMMEs on civil construction projects, with a minimum of: 5 years; = 6 points 3-4 years = 4 points 1-2 years = 2 points Less than 1 year = 0 points	**6**
	B.1.2.4	**Health and Safety Officer:** Relevant previous experience in the Civil Engineering field with a minimum of: 5 years = 4 points 3-4 years = 3 points 1-2 years = 2 points Less than 1 year = 0 points	4
		If the Bidder fails to provide adequate documentary evidence of the qualifications, professional registration, and relevant experience of any of the above key personnel, the Bidder will score zero (0) points for the specific resource concerned.	0
	B1.3	**Plant and Equipment** Bidders to attach proof of ownership (vehicle registration from DOT and proof of purchase or proof of payment) or rental agreement with contactable references. A minimum of the following plant and equipment: • excavator x 2, • tipper truck at least 10m^3, • TLB/front-end loader, and • water cart – at least 10000 litres.	**20**
		The Bidder has submitted proof of ownership of the 5 units of construction equipment listed above.	20
		The Bidder has submitted proof of ownership of the 4 units of construction equipment listed above.	10

Clause	Wording / Data

	The Bidder to submit proof of ownership of 3 units of construction equipment and a lease agreement for hiring of the other 2 units of plant/equipment as listed above.	6

STEP 3: PRICE AND SPECIFIC GOALS

The procedure for Stage 3 of evaluation is as follows:

a) PRICE 90

b) SPECIFIC GOALS..... 10

a) Points Awarded for Price (Ps)

90/10 preference point system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).

Scoring of Price:

1. Review financial offer and correct discrepancies between totals and calculations/summations in accordance with the Tender Data (C.3.9).
2. Reduce all tender offers to a common base i.e. comparative offer.
3. Confirm the tenderers are eligible for the specific goals claimed.
4. Score Tender Offer for Specific Goals.
5. Score Tender Offer for Price.

A maximum of 90 points is allocated for price on the following basis, Total Points and rank Tender Offers.

b) 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:

Scoring of Specific Goals:

In accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, the points allocation for Specific Goals is as follows:

Clause	Wording / Data

The specific goals allocated points in terms of this tender	Number of points allocated on 90/10 system
51% Black-owned enterprises	04
100% Women-owned enterprises	02
100% Youth-owned enterprises	02
Where the enterprise's head office or primary place of business is located within the O. R. Tambo District	02

Points will be awarded to tenderers who are eligible for preference Specific Goals: The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.

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

Note that the objective Criteria as per the SCM Policy Paragraph 91 will be applied: 91. Objective criteria on the evaluation and award of bids

91.1 **As a way of achieving fair distribution**of municipal resources on capital infrastructure projects, a bidder will not be awarded the same commodity of work more than once within a period of six (6) months.

91.2 If the highest scoring bidder has been previously awarded for the same commodity tender within six (6) months, then the next highest scoring bidder will be considered for recommendation and award.

91.3 If the highest scoring bidder has been previously recommended for award in the same sitting for a tender of the same commodity, the next highest scoring bidder will be considered for recommendation and award.

91.4 Where the bid price offer is **ten per cent (10%) below the engineer's estimate**, that bid will be rejected as it will pose a risk to the municipality of non-completion of the project to be implemented thus leading to underspending, severe impact on service delivery and delays in completion of projects within projected time period.

91.5 Further in line with CIDB practice note 5, paragraph 3.4 (3), the municipality will judge the reasonableness of financial offers and reject all tender offers with unrealistic financial offers.

Having made the final selection:

1. ORTDM publishes an Intention to Award on its website, which is www.ortambodm.gov.za.

Clause	Wording / Data
	2. If no objection is received within **fourteen (14) days** of publishing the Intention to Award, the successful Tenderer will be notified of O. R. Tambo District Municipality's acceptance of his/her bid.
C.3.11.3	**Risk Analysis** *Add the following new subclause:* Notwithstanding compliance with regards to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following: a) reasonableness of the financial offer; b) reasonableness of unit rates and prices. No tenderer will be recommended for award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.
C.3.12	*Replace the contents of **Clause 3.12** with the following:* Full insurance to be provided by the Contractor. The Contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.
C3.13	*In addition to the requirements of **Clause C3.13**, a tender will only be accepted if:* a) The Tenderer's tax matters are in order with the South African Revenue Services. b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (CRS Number or print out to be provided). c) The Tenderer or any of its directors/shareholders 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. d) The Tenderer is registered in the Department of National Treasury - Central Supplier Database (CSD Number to be provided). e) The Tenderer has not: i) abused the Employer's Supply Chain Management System or ii) failed to perform on any previous contract and has been given a written notice to this effect. f) The tenderer has completed the General Information of Tenderer and 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; In the case of Joint Ventures all members of the JV are to complete the General Information of Tenderer.

Clause	**Wording / Data**
	g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h) Attended a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory. i) The Form of Offer and Acceptance is correctly completed and signed.
C.3.16	An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is **one**.
C.3.18	All requests shall be in writing.
C.3.19	*Add the following new clause below **Clause C.3.18**:* **"Jurisdiction"** unless stated otherwise in the tender data, each Tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
C.3.20	*Add the following new clause below **Clause C.3.18**:* The successful tenderer will be encouraged to include as much of the Direct Participation required minimum percentage spend by subcontracting to local EMEs or QSEs from the immediate area of the Site. The details of any EMEs / QSEs need not be submitted with the tender but will be required from the appointed bidder as part of an SMME strategy to be developed and submitted to the Employer and Employer's Agent for consideration prior to the signing of the Contract.

T1.3: STANDARD CONDITIONS OF TENDER

Annex C
(normative)

Standard Conditions of Tender

As published in Annexure C of the Construction Industry Development Board (CIDB) Standard for Uniformity for Construction Procurement, Board Notice 423, Government Gazette No 42622 of 08 August 2019.

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest means any situation in which:**

i) someone in a position of trust has competing professional or personal interests which make it difficult tofulfil his or her duties impartially; s
ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for theirpersonal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the organisation which employsthat employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts that can beutilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action ofthe employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of facts in order to influence the tender process or theaward of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and the employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

(a) due to changed circumstances, there is no longer a need for the services, works orgoods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

(d) there is a material irregularity in the tender process.

C1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government

Tender Bulletin for the media in which the original tender invitation was advertised.

C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costsincurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so asnot to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

unless stated otherwisein the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender

offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.2 The employer's undertakings

C.2.1 Respond to requests from the tenderer

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

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint

venture fails to meet any ofthe collective or individual qualifying requirements;

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

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

C.2.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from thedate that tender documents are available until three (3) 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 suchextension and, shall then notify all tenderers who drew documents.

C.2.3 Return late tender offers

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

C.2.4 Opening of tender submissions

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

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

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

C.2.5 Two-envelope system

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

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

C.2.6 Non-disclosure

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

C.2.7 Grounds for rejection and disqualification

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

C.2.8 Test for responsiveness

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

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

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

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

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

C.2.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

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

ii) the summation of the prices.

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

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

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

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

C.2.10 Clarification of a tender offer

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

C.2.11 Evaluation of a tender offer

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	**Qualitative interpretation of the goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost-effective and best value outcomes.
Cost effective	Cost effective

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.2.12 Insurance provided by the employer

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

C.2.13 Acceptance of tender offer

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

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

competence, financial resources, equipmentand other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008,bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.2.14 Prepare contract documents

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

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

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

C.2.15 Complete adjudicator's contract

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

C.2.16 Registration of the award

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

C.2.17 Provide copies of the contracts

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

C.2.18 Provide written reasons for actions taken

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

T2.1 RETURNABLE DOCUMENTS

Each tenderer is required to complete and return the tender documents issued. The following documents are also to be completed and returned, as they constitute part of the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer.

For this reason, it is very important that tenderers complete, sign, submit and return all information, documents and schedules, as requested and relevant.

T2.1 List of Returnable Documents Required for Tender Evaluation Purposes		
	Form 2.2.1	General Information of the Tenderer
	Form 2.2.2	Authority for Signatory
	Form 2.2.3	Procurement Form
	Form 2.2.4	Schedule of Previous Experience
	Form 2.2.5	Schedule of Current Projects
	Form 2.2.6	Declaration of Good Standing Regarding Tax
	Form 2.2.7	Registration at the Central Supplier Database
	Form 2.2.8	Certificate of Attendance at Site Meeting
	Form 2.2.9	Schedule of Proposed Sub-Contractors
	Form 2.2.10	Financial References
	Form 2.2.11	Municipal Bidding Documents (MBD forms): MBD 1 – Invitation to bid MBD 4 – Declaration of Interest MBD 5 – Declaration for Procurement above R10 million MBD 6.1 – Preference Points Claim Form in Terms of PPPFA MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices MBD 9 – Certificate of Independent Bid Determination
	Form 2.2.12	Schedule of proposed plant and equipment
	Form 2.2.13	Health and safety plan
	Form 2.2.14	Preliminary programme
	Form 2.2.15	Estimated monthly expenditure
	Form 2.2.16	Declaration regarding fulfilment of the Construction Regulations, 2014
	Form 2.2.17	UIF Letter of Good Standing
T2.3 Returnable Documents that will be Incorporated into the Contract		
	Form 2.3.1	Record of Addenda to Tender Documents
	Form 2.3.2	Original Tax Clearance Certificate / Confirmation of Tax Validity with Pin
	Form 2.3.3	National Treasury: Central Supplier Database
	Form 2.3.4	CIDB Registration
	Form 2.3.5	Letter of Good Standing
	Form 2.3.6	Proposed Organisation and Staffing
	Form 2.3.7	Proposed Key Personnel
	Form 2.3.8	Electrical Data Sheets (Returnable)

T2.2 RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form 2.2.1 General Information of Tenderer

Form 2.2.2 Authority of Signatory

Form 2.2.3 Procurement Form

Form 2.2.4 Schedule of Previous Experience

Form 2.2.5 Schedule of Current Projects

Form 2.2.6 Declaration of Good Standing Regarding Tax

Form 2.2.7 Registration on the Central Supplier Database

Form 2.2.8 Certificate of Attendance at Site Meeting

Form 2.2.9 Schedule of Proposed Sub-consultants

Form 2.2.10 Financial References

Form 2.2.11 Municipal Bidding Documents (MBDs)

- MBD 1 – Invitation to bid
- MBD 4 – Declaration of Interest
- MBD 5 – Declaration for Procurement above R10 million
- MBD 6.1 – Preference Points Claim Form in Terms of PPPFA
- MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices
- MBD 9 – Certificate of Independent Bid Determination

Form 2.2.12 Schedule of Proposed Plant and Equipment

Form 2.2.13 Health and Safety Plan

Form 2.2.14 Preliminary Programme

Form 2.2.15 Estimated Monthly Expenditure

Form 2.2.16 Declaration Concerning Fulfilment of The Construction Regulations, 2014

Form 2.2.17 UIF Letter of Good Standing

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. Name of Tenderer: ……
2. Contact details

Address : ……..

Tel no : ……..

Fax no : ……..

Cell no : ……..

E-mail address: ……

3. Legal entity: **Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: ……
(in case of a joint venture, provide for all joint venture members)

5. Municipal services area where the enterprise is registered: ……..
(in case of a joint venture, provide for all joint venture members)

6. Company / close corporation Registration Number: ……..
(in case of a joint venture, provide for all joint venture members)

7. VAT Registration number: ……..
(in case of a joint venture, provide for all joint venture members)

8. CIDB registration number: ……..
(in case of a joint venture, provide for all joint venture members)

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

Certified copies of CK1 or CK2, as applicable (Founding Statement)

2. For Companies

Certified copies of the Shareholders register

3. ID copies

Certified ID Copies for members

4. CIDB registration

Proof of valid registration with CIDB

5. CSD registration

Proof of registration with the Central Supplier Database

6. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (5) of each Joint Venture member.

7. Copy of the latest municipal service account where the enterprise is registered

8. Director's / Shareholder's Municipal Rates

9. Specific Goal Points Contribution

10. Central Supplier Database Summary Report

FORM 2.2.2 AUTHORITY OF SIGNATORY

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

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

A. Certificate for Company

I, ……, chairperson of the board of directors of ……, hereby confirm that by resolution of the board (copy attached) taken on…….202…., Mr/Mrs……..acting in the capacity of ……..… ,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1……. .....……
Chairman

2……. .....……..
Date

B. Certificate of Partnership

We, the undersigned, being the key partners in the business trading as ……

hereby authorise Mr/Mrs……, acting in the capacity of……to sign all documents in connection with the tender for Contract……and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Mrs …….., authorised signatory of the company……..,,

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

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no …….		Signature : ..... Name : ..... Designation : .....
CIDB registration no …….		Signature : ..... Name : .....
CIDB registration no …….		Signature : ..... Name : ..... Designation : .....
CIDB registration no …….		Signature : ..... Name : ..... Designation : .....

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

D. Certificate for Sole Proprietor

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

As Witness:

1…….. ……
Signature: Sole owner

2……. …….
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as……hereby authorise Mr/Mrs……

Acting in the capacity of… , to sign all documents in connection with the tender

for Contract… and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs ofthe Close Corporation as a whole.

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD

FORM 2.2.3 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

"Acceptable Tender" means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

"Council" refers to the O. R. TAMBO DISTRICT Municipality.

"Equity ownership" refers to the percentage ownership and control, exercised by individuals within an enterprise, and they are involved in the day-to-day running of the Company.

"HDI equity ownership" refers to the percentage of an enterprise which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition ofa HDI.

"Historically disadvantaged individuals (HDIs)" means all South African citizens –

(i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions(Referred to as Previously Disadvantaged Individuals (PDIs) in this document)

(ii) Women

(iii) Disabled persons.

"SMME's" (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME's for different economic sectors.

Tenders are adjudicated in terms of ORTDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1 Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regards to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THETENDER**, for example:

- A Tax Verification Pin. (**Only a valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not beensubmitted.
- Failure to complete the Bill of Quantities as required.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections.
- The Tender has not been properly signed by a party having the authority to do so, according to the Form 2.2.2 – "Authority for Signatory".
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tenderrequirements and/or specifications.
- The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Each page of the Contract portion of this Tender document (Part C1 – C5) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

2 **Size of enterprise and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover.
- Current contractual obligations.
- Capacity to execute the contract.

3 **Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

4 **Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5 **Good standing with RSA Revenue Services**

- Determine whether an original tax pin or an original valid tax clearance certificate has been submitted.
- The Tenderer must affix a Tax Verification Pin to page T2.3.2 of the Tender document.

6 **Penalties**

The O. R. Tambo District Municipality will, if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, whichwas made in the Tender.
- Restrict the suppliers, their shareholders, and directors from obtaining any business from the O. R. Tambo District Municipality for a period of 5 years.

DECLARATION

I/We, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certify that theitems mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the O. R. Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the O. R. Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the O. R. Tambo District Municipality as a result of the award of the Contract and/or cancel the contract and claim any damages which the O. R. Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at_____on_____day of_____202___

_____

For the tenderer

WITNESSES:

1. _____

2. _____

_____

FORM 2.2.4 SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which are similar with regard to type of work, as defined in Tender Data, Clause C3.11.1).

Practical Completion not older than 12 months or Completion certificates must be submitted for project to be considered for evaluation of Compliance as per Tender Data, Clause C3.11.1.

Project Description	**Value (R) VAT excluded**	**Year(s) work executed**	**Reference**		
			Name	**Organisation**	**Email and Tel no**

Name of Tenderer: …… Date: ……

Signature: ……...

Full name of signatory: ……

FORM 2.2.5 SCHEDULE OF CURRENT PROJECTS

Provide the following information on current relevant projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Email & Tel no

Name of Tenderer: …… Date: ……

Signature: ……...

Full name of signatory: ……

FORM 2.2.6 DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: ……..…….. Closing Date: ……
DECLARATION OF GOOD STANDING REGARDING TAX	
PARTICULARS	
1. Name of Taxpayer/Tenderer:	
2. Trade Name	
3. Identification Number: (If applicable)	
4. Company / Close Corporation registration number:	
5. Income Tax reference number:	
6. VAT registration number: (If applicable)	
7. PAYE employer's registration number: (If applicable)	
8. Monetary value of Bid:	

DECLARATION

I, ……..……..…the undersigned, the above taxpayer/Tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or
(ii) That suitable arrangements have been made with the Receiver of Revenue to satisfy them.*

…….……	……..……	……
SIGNATURE	CAPACITY	DATE

PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. It is a condition of bid that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tenderer's tax obligations.

The tenderer must attach to this page an **Original(s)** of a **Valid Tax Clearance Certificate(s)**.

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

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

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

   Alternatively, the tenderer must submit a Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN	……..

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

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

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

No contract shall be awarded to a Tenderer who does not have a valid Tax Clearance Certificate.

FORM 2.2.7 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE

Attach proof of registration with the National Treasury Central Supplier Database. **This information is material to the awardof the Contract.**

ATTACH CERTIFIED PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE

FORM 2.2.8 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that

……(Tenderer)

of …… (address)

……

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

…… (location) on …… (date),

starting at …….

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature …….

Capacity .....

Name ..... Signature …….....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature …….

Capacity ..... Date & Time ……

FORM 2.2.9 SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-SUB-CONTRACTORS

NB: It is a Condition of Contract that a minimum of 20% of the construction work (excluding specialist supply items, contingencies, CPA and provisional sums) shall be subcontracted to local (within ORTDM) QSEs and EMEs as contemplated in the 'The Broad-Based Black Economic Empowerment Act (No. 53 of 2003) as amended by B-BBEE Act 46 of 2013 (The Act)'. The Contractor shall take all reasonable and practical measures to support, mentor, train, upskill and supervise such subcontractors as envisaged in the Strategic Objectives of the Amended Construction Sector Code.

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 Employer's Agent.

Name of Tenderer: …… Date: ……

Signature: ……...

Full name of signatory: ……

FORM 2.2.10 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree to furnish a copy of the latest set of audited financial statements for the past three years, together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Employer/Employer's Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:	
ACCOUNT NAME: (e.g. ABC Civil Construction cc)	
ACCOUNT TYPE: (e.g. Savings, Cheque etc)	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	(Tick which is appropriate) 0-6 months ☐ / 7-12 months ☐ / 13-24 months ☐ / More than 24 months ☐

Name of Tenderer: …… Date: ……

Signature: ……...

Full name of signatory: ……

ATTACH AUDITED LATEST FINANCIAL STATEMENTS (THREE YEARS)

FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS (MBD)

MBD 1 - PART A INVITATION TO BID

BID NUMBER:	CONTRACT NO.: MIS 478 793 B	CLOSING DATE:	03 November 2026	CLOSING TIME:	12h00
DESCRIPTION:	**SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2**				

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

TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING				
NELSON MANDELA DRIVE				
MYEZO PARK				
MTHATHA				
EASTERN CAPE				
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	Yes No		STATEMENT OF RATES AND TAXES OF THE COMPANY	Yes 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 SOUTHAFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	……	DATE	
CAPACITY UNDER WHICHTHIS 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 6400
TELEPHONE NUMBER	(047) 501 6400	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	nkosiyabon@ortambodm.gov.za
E-MAIL ADDRESS	sakhiwoh@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 BEACCEPTED FOR CONSIDERATION. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED).
1.2.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC)AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

3.6.

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 NOTREGISTER 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: **……...**

MBD 4 - DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, maymake 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 the 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, shareholder[2]):

……

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 institutionwithin 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 orbusiness 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

MBD 5 - 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.		
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: …….. …….. ……..		
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 of 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) ……

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

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

…… ……

Signature Date

…… ……

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender)

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

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

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

1.3 Points for this tender shall be awarded for::

(a) Price; and

(b) Specific Goals

1.4 To be completed by the organ of state

The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

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

Where

P_s = Points scored for the price of the bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of the lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm: ……

4.4 Company registration number: ……..……..……

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the 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.

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 the 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 the 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 the 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 the 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, taxes and service charges are billed.
- A copy of a valid lease agreement where the bidder does not own the property from which they are operating.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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. wilfully 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 submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with thepublic sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the NationalTreasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury'swebsite (www.treasury.gov.za) by clicking on its link at the bottom of the homepage.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court oflaw outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or anyother organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between partiesin 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 478 793 B

SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2

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: _____(Name of Bidder) that:

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 authorised 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 authorised 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 organisation, other than the bidder, whether or not affiliated with the bidder,who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on theirqualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line ofbusiness as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where the 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 thecontract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, andknowledge 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

FORM 2.2.12 SCHEDULE OF PROPOSED EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted. Bidders to attach proof of ownership (vehicle registration from DOT or proof of purchase and proof of payment) or rental agreement with contactable references.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Quantity	**Description, Size, Capacity, etc**

Attach additional pages if more space is required.

SIGNED BY/ON BEHALF OF TENDERER:

Signed ..... Date ……

Name ..... Position ……

FORM 2.2.13 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, as well as COVID-19 requirements. 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 relation to the Client Health and Safety Specification 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 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 programme for employees, sub-contractors and visitors to the Site.
3) Risk management systems and monitoring
4) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
5) Regular monitoring Procedures to be performed.
6) Regular liaison, consultation and review meetings with all parties.
7) Site security, welfare facilities and first aid.
8) 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:

Signed ..... Date ……

Name ..... Position ……

FORM 2.2.14 PRELIMINARY PROGRAMME

The Tenderer shall provide a preliminary programme 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 and Critical Path for the Works and the sequencing thereof. In addition, a preliminary cash flow forecast, matching the progress of the programme, must be submitted.

The Contractor will be required to provide the required information to the Employer to allow for the successful integration and management of programme and construction interfaces between the various construction contracts listed in Section C3.1.

Interface with Contract 1

The Contractor is advised that certain testing activities for the reservoir and pipeline are dependent on works to be completed under Contract 1, including the availability of water for testing purposes.

The programme must be based on the tendered Time for Completion.

FORM 2.2.15 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state their estimated cash flow on the contract based on its preliminary programme, tendered rates and submission of payment certificates to the Employer in the table below. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No.	**Amount (VAT Included)**					
	A	**B**	**A - B**			**Cumulative cash flow**
	Payments Received	**Expenditure**		**Net cash flow**		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
Maximum negative cash flow: take the largest negative number in the last column and write it here >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>						

SIGNED BY/ON BEHALF OF TENDERER:

Signed ..... Date ……

Name ..... Position ……

FORM 2.2.16 DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

Tenderers shall answer the questions below:

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

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify: 	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (signed CVs to be attached):

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

.....

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

(Tick)

YES	
NO	

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

1. ..... ID NO:.....

(Name in Print): .....

2. ..... ID NO:.....

(Name in Print): .....

FORM 2.2.17 UIF LETTER OF GOOD STANDING

Proof of good standing with the Department of Labour regarding UIF to be attached here.

T2.3 RETURNABLE DOCUMENTS INCORPORATED INTO THE CONTRACT

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Form 2.3.1 Record of Addenda to Tender Documents

Form 2.3.2 Original Tax Clearance Certificate / Confirmation of Tax Validity with PIN

Form 2.3.3 National Treasury: Central Data Supplier Base

Form 2.3.4 CIDB Registration

Form 2.3.5 COID Letter of Good Standing

Form 2.3.6 Proposed Organisation and Staffing

Form 2.3.7 Proposed Key Personnel

Form 2.3.8 Electrical Data Sheets (Returnable)

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Employer's Agent for amendments on Tender Documentation)

	Date	**Title or Details**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer: …… Date: ……

Signature: ……...

Full name of signatory: ……

FORM 2.3.2 ORIGINAL TAX CLEARANCE CERTIFICATE / CONFIRMATION OF TAX VALIDITY WITH PIN

To be attached by the tenderer.

FORM 2.3.3 NATIONAL TREASURY: CENTRAL SUPPLIER DATABASE

Proof of registration on the National Treasury Central Supplier Database to be attached here (alternatively, the tenderer to provide MAAA number).

FORM 2.3.4 CIDB REGISTRATION

Proof of Contractor's (active) registration on the Construction Industry Development Board (CIDB).

FORM 2.3.5 COIDA LETTER OF GOOD STANDING

Provide a certified copy of proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COIDA).

FORM 2.3.6 PROPOSED ORGANISATION AND STAFFING

The tender offer shall include an organogram clearly 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 and the name of their employer 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 subcontractors 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 the personnel detailed in Returnable Document **Form 2.3.7: Proposed Key Personnel.**

The Tenderer shall include the requisite organogram and addenda in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.3 of T1.2.2 Variations to the Standard Conditions of Tender.

FORM 2.3.7 PROPOSED KEY PERSONNEL

Signed Curriculum Vitae (CV), up to a maximum of five (5) pages, must be submitted for each of the key personnel **(**at least Contracts Manager, Construction Manager, SMME Construction Manager and Construction Health and Safety Officer proposed in Returnable Document: **FORM 2.3.6**: **Proposed Organisation and Staffing.** The CVs must specifically include the qualifications, professional accreditation, experience of **10 years** (Contracts Manager) and **10 years** (Construction Manager) and **5 years,** (SMME Construction Manager and Construction Health and Safety Officer**)** roles and responsibilities in construction projects of a similar nature. Contact details of at least three (3) contactable referees must also be provided.

A template for CVs is provided overleaf.

Each CV must be clearly cross-referenced to and labelled to correspond with the organogram submitted in terms of Returnable Document: FORM 2.3.6: 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 signed CVs in the Supporting Documentation file, to be submitted in accordance with Clause C2.13.3 of T1.2 Variations to the Standard Conditions of Tenders.

The proposed key personnel will be evaluated for Compliance based on Clause C3.11.1.

Name and Surname	Position	Qualifications and Years of Experience (Post qualification)
	Contracts Manager Attach a signed CV and proof of registration and qualification	
	Construction Manager (Site Agent) Attach a signed CV and proof of registration and qualification	
	SMME Construction Manager Attach a signed CV and proof of registration and qualification	

Name and Surname	**Position**	**Qualifications and Years of Experience (Post qualification)**
	Construction Health and Safety Officer (SACPCMP: CHSO……) Attach a signed CV and proof of registration and qualification	
	Other	

Note: In respect of the above positions, separate individuals are required for each position.

INSERT KEY PERSONNEL CVs HERE ACCORDING TO THE TEMPLATE BELOW

Name:

Professional:

Date of Birth:

Parent Firm:

Position in Firm: Indicate if Director, Contractor's Representative, Design Engineer (with component of responsibility), Installation/construction Foreman (with component of responsibility), etc.

Years with Firm:
Nationality:
Tertiary Education (and year obtained):
Professional Accreditation (and year obtained):
Years of Relevant Experience:

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
Proposed Position of Team
Key Qualifications
Under this heading, give an outline of staff members' experience and training most pertinent to the assigned work on the team.

Relevant Experience
Describe the degree of responsibility held by the 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 Client references where appropriate.

Summary of Other Experience
Under this heading, list all positions held by the 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 **TENDER NUMBER: MIS 478 793 B SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B– CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2**

Signed **Date ……**

Name **Position ……**

CV – CONTRACTS MANAGER

CV – CONSTRUCTION MANAGER (SITE AGENT)

CV – SMME CONSTRUCTION MANAGER (MENTOR SMMEs)

CV – CONSTRUCTION HEALTH AND SAFETY OFFICER

FORM 2.3.8 ELECTRICAL DATA SHEETS (RETURNABLE)

List of returnable data sheets to be completed and returned:

Data Sheet No. DS-II-0003 – CIVIL WORKS FOR OPTICAL FIBRE INSTALLATION

O.R. TAMBO DISTRICT MUNICIPALITY

ZUTARI

SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – MECHANICAL AND ELECTRICAL WORKS FOR THE ABSTRACTION WORKS AND MALEPELEPE WATER TREATMENT WORKS - CONTRACT 2

MIS 479 793 B

DATA SHEET No. DS-II-0003: CIVIL WORKS FOR OPTICAL FIBRE INSTALLATION

CLIENT REF. Nº.	PAGE
ZUTARI Nº. **503081**	REV. T0

Rev.	Description	By	Ckd	APP.	Aut.	Date
T0	DATA SHEET No. DS-II-0003: CIVIL WORKS FOR OPTICAL FIBRE INSTALLATION	-	HG	KO		Oct-25

	DESCRIPTION	UNIT	SPECIFIED	OFFERED
1	**FIBRE DUCTS**			
1.01	Manufacturer			
1.01	Type		Optex or similar approved	
1.02	Material		ermanently pre-lubricated HDPE for direct buri	
1.03	Colour			
1.04	Datasheet to be included with Tender	*Yes / No*	Yes	
2	**FIBRE MANHOLES**			
2.01	Manufacturer			
2.01	Type		RHI-NODE 600	
2.02	Material		Fibre reinforced thermoset	
2.03	Colour			
2.04	Slip-resistant manhole cover pattern	*Yes / No*	Yes	
2.05	Datasheet to be included with Tender	*Yes / No*	Yes	
3	**SUPPLEMENTARY DETAILS**			

Regardless of any information provided in this technical detail sheet, the equipment to be provided will comply with the specified requirements

Name (Print): _____ ***Signature:*** _____ .

CONTRACT C1AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data (Part 1 & Part 2)

C1.3 Tenderer's Direct Participation of Targeted Labour

C1.4 Specification for SMME Sub-contractor Employment

C1.5 Performance Guarantee (Pro forma)

C1.6 Adjudication

C1.7 Agreement in terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO.: MIS 478 793 B - SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF 15% VALUE ADDED TAX IS:

_____

_____

_____Rand (in words); R_____(in figures).

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

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the **Tenderer** (Name and address of organisation):

_____

Name & Signature of Witness

_____
Signature

_____ _____
Name Date

2. ACCEPTANCE

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

The terms of the contract are contained in:

Part C1: Agreements and Contract Data (which includes this Agreement)
Part C2: Pricing Data
Part C3: Scope of Work
Part C4: Site Information
Part C5: Book of Drawings

and documents or parts thereof, which may be incorporated by reference into the above-listed Parts.

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

The tenderer shall, within two (2) weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signature(s) _____

Name(s) _____ Date _____

Capacity

_____

For the **Employer** (Name and address of organisation):

Name & Signature

Of Witness _____ Date _____

3. SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

1. Subject _____

   Details _____

2. Subject _____

   Details _____

3. Subject _____

   Details _____

4. Subject _____

   Details _____

5. Subject _____

   Details _____

6. Subject _____

   Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of Organisation)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER:

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of Organisation)

Name & Signature

Of Witness _____Date _____

4. CONFIRMATION OF RECEIPT

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

the ……..…… (day)

of ……. (month)

20…….… (year)

at …… (place)

For the Contractor: ……
Signature

……..…..……..
Name

……..……..
Capacity

Signature and name of witness: …….……..
Signature

……
Name

C1.2 CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

The General Conditions of Contract for Construction Works, Third edition, 2015 (GCC 2015), third print plus any amendments, published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za.

Copies of the GCC 2015 may be obtained from the South African Institution of Civil Engineering Tel: 011 – 805 5947

The GCC 2015 shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

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

CONTRACT SPECIFIC DATA, INCLUDING VARIATIONS/AMENDMENTS AND ADDITIONS

The following contract specific data, amendments, additions or omissions, referring to the GCC 2015, are applicable to this Contract:

The following amendments and additions to the Clauses are the contract specific data applicable to this Contract:

Clause	**Description / Wording**
1.1.1.13	The Defects Liability Period is **365 days**. This period will only commence when the entire Works, as defined in the Scope of Works, have been certified for completion.
1.1.1.14	The due completion date is as follows: The time for achieving Practical Completion for: • Scope of work is 730 days, calculated as (W + X + YA) days, where: - W = 35 days, being the total contractual documentation period as defined in Clauses 5.3.2 and 5.3.3 (28 and 7 days respectively), and forming part of the Pre-Commencement of Work Notice Period, defined in Clause 1.1.1.56. - X = 44 days (provisional), being the time to allow for the Department of Labour to process and issue the required work permit, and for the Employer's Agent to

Clause	**Description / Wording**
	instruct the Contractor to commence carrying out the Works, forming part of the Pre-Commencement of Work Notice Period, defined in Clause 1.1.1.56; and - YA = 651 days (provisional), being the Post-Commencement of Work Notice Period, defined in Clause 1.1.1.57, applicable to the scope of work. Should the period allowed for "W" and "X" end up being less than the above total of 79 days allowed, the remaining number of days shall be added to "YA" and therefore also the time for achieving Practical Completion.
1.1.1.15	The Employer is: O. R. Tambo District Municipality, represented by the **DIRECTOR: INFRASTRUCTURE AND ENGINEERING** and/or such other person or persons duly authorised thereto by the Employer in writing.
1.1.1.16	The Employer's Agent is Zutari (Pty) Ltd, also referred to in the contract as "ZUTARI", or "Zutari" or "Employer's Agent". Any reference to the "Engineer," when referring to the Employer's appointee, will have the same meaning and reference as the "Employer's Agent"
1.1.1.17	Any reference to the "Engineer's Representative", when referring to the Employer's Agent's appointee, will have the same meaning and reference as the "Employer's Agent's Representative".
1.1.1.26	The Pricing Strategy is: A re-measurement contract
1.1	**Definitions** *Add the following new clauses:*
1.1.1.35 (new)	"**Acceptable"** means acceptable to the Employer's Agent.
1.1.1.36 (new)	"**Approved"** means approved by the Employer's Agent.
1.1.1.37 (new)	"**Act No. 85**" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended and including any regulations made thereunder.
1.1.1.38 (new)	"**Adequate**" means adequate in the opinion of the Employer's Agent.
1.1.1.39 (new)	**"Approved Programme**" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme agreed and approved by the Employer's Agent supersedes previous approved programmes.

Clause	Description / Wording
1.1.1.40 (new)	"**As detailed"** means as detailed on drawings.
1.1.1.41 (new)	"**Authorised/ordered/rejected**" means authorised/ordered/rejected by the Employer's Agent.
1.1.1.42 (new)	"**Contractor's Personnel**" means the Contractor's Representative and all personnel who the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor, and any other personnel assisting the Contractor in the execution of the Works.
1.1.1.43 (new)	"**Cost**" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
1.1.1.44 (new)	"**Country**" means the country in which the Site is located, where the Permanent Works are to be executed.
1.1.1.45 (new)	"**Designated**" means shown on a drawing, or otherwise specified by the Employer's Agent or, in relation to an item scheduled in the tender document, descriptive of an item to be priced by a tenderer.
1.1.1.46 (new)	**"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.
1.1.1.47 (new)	"**Employer's Personnel**" means the Employer's Agent, the Employer's Agent's Representative and all other staff, labour and other employees of the Employer's Agent and of the Employer; and any other personnel notified to the Contractor by the Employer or the Employer's Agent, as Employer's Personnel.
1.1.1.48 (new)	"**Goods**" means the Contractor's Equipment, Materials, Plant and Temporary Work, or any of them as appropriate.
1.1.1.49 (new)	"**Indicated**" means indicated in or reasonably to be inferred from the Contract, or indicated by the Employer's Agent in writing.
1.1.1.50 (new)	"**Instructed/directed/permitted"** means instructed/directed/ permitted by the Employer's Agent.
1.1.1.51 (new)	"**Laws**" means all national (or provincial or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

Clause	Description / Wording
1.1.1.52 (new)	**"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee, sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful Tenderer's Offer, and no rights shall accrue.
1.1.1.53 (new)	"**Party**" means the Employer or the Contractor, as the context requires.
1.1.1.54 (new)	"**Plant**" is synonymous with "Contractor's Equipment" where the context so indicates.
1.1.1.55 (new)	"**Portion**" means a part of the Works specified in the Contract Data, or subsequently agreed, as a Portion (if any).
1.1.1.56 (new)	"**Pre-Commencement of Work Notice Period"** means the number of days within which the Contractor has to submit acceptable documentation, and the approval thereof, as specified in Clauses 5.3.2 and 5.3.3, designated as "W" in Clause 1.1.1.14, plus the following. The number of days to add, designated as "X" in Clause 1.1.1.14, is variable and is subject to the Department of Labour's time required to process and issue the required construction work permit, and for the Employer's Agent to instruct the Contractor to commence carrying out the Works.
1.1.1.57 (new)	"**Post-Commencement of Work Notice Period**", designated as "YA" for the project scope of work of the Works, in Clause 1.1.1.14, means the number of days within which the Contractor has to complete the construction of the relevant Works as detailed in the Scope of Work, from the date he receives the instruction to commence carrying out the Works."
1.1.1.58 (new)	"**Satisfactory**" means capable of fulfilling or having fulfilled the intended function.
1.1.1.59 (new)	"**Service**" means any pipeline, duct, cable, buried or otherwise, or overhead wire for conveying, as appropriate, any liquid or gas, or electricity for lighting or power or telecommunication transmissions.
1.1.1.60 (new)	"**Submitted**" means submitted with the tender or submitted to the Employer's Agent, as appropriate.
1.1.1.61 (new)	"**Time for Completion**" means the time for achieving Practical Completion of the Works or a Portion (as the case may be) as stated in the Contract Data, calculated from the Commencement Date.
1.1.1.62 (new)	"**Tests on Completion**" means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out successfully, before the

Clause	**Description / Wording**
	Works or a Portion (as the case may be) can be considered for a Certificate of Practical Completion.
1.1.1.63 (new)	"**Unforeseeable**" means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.
1.1.1.64 (new)	"**Variation**" means any change to the Scope of Work or the Works, which is instructed or approved as a variation under Clause 6.3.
1.2	**Interpretations**
1.2.1	*Add the following to the end of* ***Clause 1.2.1:*** "Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made."
1.2.1.2	The Employer's address for receipt of communications is: Telephone: (047) 501 6400 Email: nkosiyabon@ortambodm.gov.za Address (Postal): O.R. Tambo District Municipality Private Bag X6043 Mthatha 5099 Address (Physical): O. R. Tambo District Municipality Building Nelson Mandela Drive Myezo Park Mthatha The Employer's Agent's address for receipt of communications is: Telephone: 043 721 0900 Email: Gcobani.Tshayana@zutari.com Address (Postal): P.O BOX 19553 Tecoma 5214 Address (Physical): Zutari (Pty) Ltd No.1 Pearce Street Berea East London 5241

Clause	**Description / Wording**
1.2	**<u>Interpretations</u>** *Add the following new clauses:*
1.2.1.3 (new)	*"*Sent by facsimile, electronic or any like communication, irrespective of it being during office hours or otherwise."
1.2.1.4 (new)	"Posted to the Contractor's address and delivered by the postal authorities."
1.2.1.5 (new)	"Delivered by a courier service and signed for by the recipient or his representative."
1.2.1.6 (new)	"The priority of the documents in this Contract shall be as follows: a) The Agreement, comprising the Offer, Acceptance and Schedule of Deviations; b) The Contract Data; c) The Project Specifications in the Scope of Work; d) The Drawings; e) The Bill of Quantities; f) The Variations and Additions to Standard Specifications in the Scope of Work; g) The Particular Specifications in the Scope of Works; and h) The SANS 1200 Standardised Specifications."
3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: a) Clause 3.3.1 Nomination of Employer's Agent's Representative b) Clause 3.3.4 Employer's Agent's authority to delegate c) Clause 5.7.3 Acceleration d) Clause 5.11.2 Suspension of the Works by the Employer's Agent e) Clause 5.12.4 Acceleration instead of extension of time f) Clause 6.3.1 Approval of Variation Orders.
3.2.4	*Add the following to the end of* ***Clause 3.2.4:*** "The Employer has appointed an independent Health and Safety Agent on this contract in terms of the Construction Regulations, 2014, as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. This agent will work in close collaboration with the Employer's relevant Officials. The Contractor shall perform a preliminary assessment of the project-generated health and safety plan and submit such to the appointed agent and the Employer for legal compliance assessment & verification/approval prior to any works commencing. The duly appointed construction health and safety Agent will be responsible for further monitoring and the auditing of the approved health and safety plan for legal compliance."

Clause	**Description / Wording**
3.3.6	*Add the following to the end of* ***Clause 3.3.6****:* "The limit of time for referring the matter to the Employer's Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's Representative."
4.3.1	*Add the following to the end of* ***Clause 4.3.1:*** "These laws shall include, but not be limited to, the following: For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectoral Determination: Civil Engineering Sector published from time to time. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R39 of 22 January 2020, shall apply to works described in the Scope of Work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. Compliance with the National Environmental Management Act (**NEMA**), **Act** 107 of 1998. The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993) and COVID-19 requirements. Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."
4.3.3 (new)	*Add the following new clause****:*** "With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."
4.3.4 (new)	*Add the following new clause:* "The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:

Clause	**Description / Wording**
	(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge."
4.3.5 (new)	*Add the following new clause:* The Contractor shall furthermore, in compliance with Constructional Regulations 2014, to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after **the Commencement Date for each assignment** and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time

Clause	**Description / Wording**
	that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."
4.3.6 (new)	*Add the following new clause:* "Contractor's Designer The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible for designing in terms of the Contract."
4.4.2	*Delete the following from* ***Clause 4.4.2:*** ", which consent shall not be unreasonably withheld"
4.5.4	*Delete the contents of* ***Clause 4.5.4*** *and replace with the following:* "For this contract the fees, taxes, levies, and other charges to be paid by the Contractor in terms of Clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities."
4.8.2	*The Contractor shall include in its programme and pricing all time and cost for the build-up, provision and removal of facilities required for Contract 1 and Contract 3 as referred to in C3.1.6 (Construction Programme). Such allowance shall be deemed included in the Contract Price and Time for Completion.*
4.12.2	*Add the following to the end of* ***Clause 4.12.2****:* "The Employer's minimum requirements for approval of the Contracts Manager: a) Must be in the employment of the Contractor; b) Must be registered with the Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech Eng or SACPCMP as a Pr. CPM or Pr. CM; and c) Must have a minimum of 10 years' experience." The Employer's minimum requirements for approval of the Construction Manager: a) Must be in the employment of the Contractor; b) Must be registered with the Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech Eng or SACPCMP as a Pr. CPM or Pr. CM; and c) Must have a minimum of 10 years' experience in water supply and concrete reservoir structures." The Employer's minimum requirements for approval of the SMME Manager: a) Must be in the employment of the Contractor; b) Must be registered with the Engineering Council of South Africa (ECSA) as Pr. Eng or Pr. Tech Eng or SACPCMP as a Pr. CPM or Pr. CM; and

<table>
<tr><th>Clause</th><th>Description / Wording</th></tr>
<tr><td></td><td>c) Must have a minimum of 5 years' experience in water supply and concrete reservoir structures."

The Employer's minimum requirements for approval of the CHSO:

a) Must be in the employment of the Contractor;
b) Must be registered with SACPCMP in the category of Professional Health and Safety Officer; and
c) Must have a minimum of 3 years' experience."</td></tr>
<tr><td></td><td>Add the following new clauses:</td></tr>
<tr><td>4.13 (new)</td><td>Contractor's further obligations</td></tr>
<tr><td>4.13.1 (new)</td><td>Environmental non-conformance(s)/non-compliance(s)</td></tr>
<tr><td>4.13.1.1 (new)</td><td>The Contractor shall treat all environmental non-conformances/non-compliances based on the outcome of the monthly environmental audit as follows:

• Finding(s) in the audit of month 1 (i.e., the first month when a non-conformance(s)/non-compliance(s) is noted) are considered as a warning to the contractor. The Contractor must affect the necessary changes to correct the non-conformance(s)/non-compliance(s) by the date of the following audit.

• Finding(s) in the audit of month 2 are considered as an official non-conformance(s)/non-compliance(s).

• Finding(s) in the audit of month 3 are considered as a recurring non-conformance(s)/non-compliance(s) and the Contractor will be charged a penalty of R2000.00 for each non-conformance/non-compliance finding for each month.

<u>Note:</u> That recurring non-conformances/non-compliances do not have to take place consecutively for the fine to be charged and that each non-conformance/non-compliance will be charged individually. Recurring non-conformance/non-compliance findings will be charged to the contractor as per the following formula: $f_{(x)}$ = R2000.00 x (x) where (x) increases by (x)+1 each month, with (x) starting at one (1) as per the example below). The penalty will be deducted from the amount due in the monthly payment certificate.

Example:
<table>
<tr><th>Description</th><th>Amount (per non-conformance finding)</th></tr>
<tr><td>Month 1 warning of non-conformance</td><td>R0</td></tr>
<tr><td>Month 2 official non-conformance</td><td>R0</td></tr>
<tr><td>Month 3 recurring non-conformance</td><td>(R2000.00) x 1 = R2000.00</td></tr>
<tr><td>Month 4 recurring non-conformance</td><td>(R2000.00) x 2 = R4000.00</td></tr>
<tr><td>Month 5 recurring non-conformance</td><td>(R2000.00) x 3 = R6000.00</td></tr>
<tr><td>etc</td><td></td></tr>
</table></td></tr>
<tr><td>4.13.1.2 (new)</td><td>Poaching of any wildlife by any means within the surrounding area of the Site will be penalised per offence at R20 000.00. If the culprit is caught, he/she shall be removed from the Site with immediate effect and shall not return to the Site.</td></tr>
</table>

<table>
<tr><th>Clause</th><th>Description / Wording</th></tr>
<tr><td>4.13.1.3 (new)</td><td>A fine for unnecessarily disturbing, damaging or destroying trees, shrubs or vegetation within or outside the Site at R1 000.00 per offence will be instituted.</td></tr>
<tr><td>4.13.2 (new)</td><td>Health and Safety non-conformance(s)/non-compliance(s)

The Contractor shall treat all Health and Safety non-conformances/non-compliances based on the outcome of the monthly health and safety audit as follows:

• Finding(s) in the audit of month 1(i.e., the first month when a non-conformance(s)/non-compliance(s) is noted) are considered as a warning to the Contractor. The Contractor must effect the necessary changes to correct the non-conformance(s)/non-compliance(s) by the date of the following audit.
• Finding(s) in the audit of month 2 are considered as an official non-conformance(s)/non-compliance(s).
• Finding(s) in the audit of month 3 are considered as a recurring non-conformance(s)/non-compliance(s) and the contractor will be charged a penalty of R2000.00 for each non-conformance/non-compliance finding for each month.

<u>Note:</u> That recurring non-conformances/non-compliances do not have to take place consecutively for the fine to be charged and that each non-conformance/non-compliance will be charged individually. Recurring non-conformance/non-compliance findings will be charged to the contractor as per the following formula: $f_{(x)}$ = R2000.00 x (x) where (x) increases by (x)+1 each month, with (x) starting at one (1) as per the example below). The penalty will be deducted from the amount due in the monthly payment certificate.

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<tr><td>Month 3 recurring non-conformance</td><td>(R2000.00) x 1 = R2000.00</td></tr>
<tr><td>Month 4 recurring non-conformance</td><td>(R2000.00) x 2 = R4000.00</td></tr>
<tr><td>Month 5 recurring non-conformance</td><td>(R2000.00) x 3 = R6000.00</td></tr>
<tr><td>etc</td><td></td></tr>
</table></td></tr>
<tr><td>5.3.1</td><td>“The documents required from the Contractor before commencement of the Works are:

a) Health and Safety Plan in terms of Clause 7(1) of the 2014 Construction Regulations (refer to Clause 4.3)
b) A copy of the Health and Safety Mandatory Agreement required in terms of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended, per the proforma in C1.4.
c) Initial Programme (refer to Clause 5.6)
d) Security (refer to Clause 6.2)
e) Insurance (refer to Clause 8.6)
f) Cashflow projection
g) Overall construction methodology with quality management plan (QMP)
h) Method statement in terms of Environmental Management Plan (EMP)
i) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)”</td></tr>
</table>

Clause	**Description / Wording**
	j) Letter of Good Standing with the BCCEI - Bargaining Council for the Civil Engineering Industry." "The documentation required from the Provincial Director of the Department of Labour (DoL) before commencement of the Works are: a) Construction Work Permit (CWP) and site-specific number for each construction site in terms of Regulation 3(3) of Construction Regulation, 2014. b) In terms of Regulation 3(1) of Construction Regulations, 2014, the Employer must apply to the Provincial Director (DoL) in writing for a Construction Work Permit at least (thirty) 30 days before Commencement of the Works, said application must be in terms of Regulation 3(2) of the Construction Regulations, 2014 and including documentation in terms of the Regulations 3(2) of Construction Regulations, 2014.
5.3.2	The number of days within which the required documentation (other than the Construction Work Permit if required) is to be provided is 28.
5.3.3	*Replace the content of **Clause 5.3.3** with the following:* "Time to instruct commencement of the Works The Employer's Agent's instruction to commence carrying out the Works will be subject to the following:
5.3.3.1	If necessary, the Employer's Agent shall, within 7 days of receipt (which receipt he has acknowledged in writing) of the documentation referred to in Clause 5.3.1, issue to the Contractor an instruction to resubmit specified documentation. If no instruction is issued, approval will be taken to be on the expiry of the 7 days from the actual date of submission of acceptable documentation referred to in Clause 5.3.1, or in the case of unacceptable documentation, within 7 days of the date of resubmission of acceptable documentation, and so on until acceptable documentation has been received.
5.3.3.2	The Employer's Agent shall give the Contractor 7 days' notice in writing, unless otherwise agreed by the parties in writing, to commence carrying out the Works
5.3.3.3	Any instruction issued in terms of this Clause shall not entitle the Contractor to additional time beyond the allocated number of days to submit acceptable documentation, as specified in Clause 5.3.2. Any additional time required for the submission of acceptable documentation shall be excluded from the calculation of the Due Completion Date."
5.3.4	*Add the following clause after **Clause 5.3.3.3:*** "Delay due to the late issuing of the Instruction for the Contractor to commence carrying out the Works. Notwithstanding the provisions of Clause 5.3.3, should the Employer's Agent notify the Contractor that the instruction to commence carrying out the Works is to be delayed, over and above the periods of "W" days, and/or "X" days, as provided for in GCC Clause

Clause	**Description / Wording**
	1.1.1.14, or for any other reason, all due to circumstances beyond the Contractor's control, the Contractor will be granted an extension of time equal to the delay suffered, and compensation at the rate tendered for the corresponding item provided in the Bill of Quantities. The period of the delay shall be calculated from the end of the "W" + "X" days period, to the date when the Employer's Agent gives the instruction to commence carrying out the Works. Payment under the item in the Bill of Quantities shall cover all compensation contemplated in terms of Clause 5.12.3 of the GCC."
5.4.1	*Between the words* "… access to the Site," *and* "the Location of which….", *add the following*: "subject to the Contractor having an approved project specific Health and Safety Plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof," *Other than in Part C4, where the words* "Site Information" *appear, substitute the words* "Scope of Work".
5.4.2	The access and possession of the Site shall not be exclusive to the Contractor, but as set out in the Scope of Works. *Add the following to the end of* ***Clause 5.4.2****:* "The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works."
5.6.3	*Substitute the words,* "... within 7 days...", *with the words*, "...within 14 days...". *After the words,* "… or adjusted programme, ", *insert the words*, "and he has acknowledged receipt in writing,"
5.6.6 (new)	*Add the following new clause:* "The Contractor shall submit the following documents monthly in electronic format, no later than the 5th day of the following month: • Updated realistic cash flow • Progress report • An adjusted programme as contemplated in Clause 5.7.1, whether or not any progress of the Works has fallen behind programme, including showing percentage complete."

Clause	**Description / Wording**
5.8.1	*Delete the words* "between sunset and sunrise" *in the first line and replace with* "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 6 (six) day week (Monday to Saturday) from sunrise to sunset. "Non-working" days shall be Sundays. The Contractor will be allowed to work on Saturdays if he so chooses, but Saturdays will not be taken into account when calculating working days or any extension of time granted. The "special" non-working days are: a) Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the **Public** Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract; b) any proclaimed statutory day of mourning; c) any proclaimed statutory election day which is proclaimed as a statutory public holiday; and d) all annual year-end shutdown periods as recommended by the South African Bargaining Council for the Civil Engineering Industry (or other relevant body). In the event that these dates are not published, the shutdown period may be assumed to be from the second working Friday of December to the second working Monday in January of the next year.
5.9.3	*Replace the content of* ***Clause 5.9.3*** *with the following:* **"**The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works, and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late."
5.12.1	*Add the following to Clause 5.12.1:* An Extension of Time awarded only becomes effective at the original Due Completion Date if, by that date, Practical Completion has not been achieved. To adjust the Due Completion Date, the circumstance must, in fact, delay Practical Completion. Float belongs to the Project.
5.12.2.2	*Add the following to* ***Clause 5.12.2.2:*** "Extension of time resulting from abnormal weather will be calculated as per the provisions in C3.4.2.6 of the Contract."

Clause	**Description / Wording**
5.12.2.4	*Replace the content of **Clause 5.12.2.4** with the following:* "Any disruption which is entirely beyond the Contractor's control except for internal unrest (labour of Contractor and subcontractors), strikes, lockouts etc."
5.12.4	*Replace the content of **Clause 5.12.4** with the following:* "Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3."
5.12.5 (new)	*Add the following new clause:* **"Critical Path Provision** A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt or significantly delayed. Delays on normal working days only, based on a working week, of six normal working days, will be taken into account for the extension of time."
5.12.6 (new)	*Add the following new clause*: "Notwithstanding any principles of concurrent delays, the effect of any variations required in terms of Clause 6.3 after the Due Completion Date will be evaluated in terms of Clause 5.12 as if the variation had already been required prior to the Due Completion Date."
5.13.1	*Add the following to the end of **Clause 5.13.1**:* With reference to Clause 1.1.1.14, certain Portions of the Works will be subject to partial practical completion as described and tabulated in C3.5.1 of Part C3 - Scope of Works, and in accordance with the approved programme. Partial practical completion is necessary to allow access for the Mechanical and Electrical Contractor to carry out his work on the various process units. If the Civil Contractor fails to meet the relevant Due Completion Dates, penalties will be applied for the relevant Portion of the Works. The penalty for failing to complete the Works shall be **R20 000.00 (excl. VAT) per day**.
5.13.3 (new)	*Add the following new clause:* "5.13.3 Secondary Penalty for Delay If the Contractor fails to complete the Works or any Portion of the Works to the extent which entitles him to receive a Certificate of Completion in terms of Clause 5.14.4, before the Due Completion Date, a "secondary" penalty shall apply.

Clause	**Description / Wording**
	If the Contractor fails to receive a Certificate of Completion before the Due Completion Date, the Contractor shall be liable to the Employer for a sum equal to 20% of the relevant penalty in Clause 5.13.1, per day, as a penalty for every day that elapses between the Due Completion Date and the date of the issuing of the Certificate of Practical Completion, including special nonworking days. The imposition of such penalty shall not relieve the Contractor from his obligation to complete the Works (or Portion of the Works as the case may be) or from any of his obligations and liabilities under the Contract.”
5.14.1	The requirements for achieving Practical Completion are: **Scope of Work:** All civil, structural and general works defined to be the scope of work as described in C3.5.1 of Part C3 – Scope of Works, including the required testing. *Insert the following in the second paragraph after the words*, “…Practical Completion and”: “, provided that he agrees that the Works are about to reach the said stage, “ *Delete the last sentence of the second paragraph:* "Should the Employer’s Agent not issue such a list…… on expiry of the 14 days." *Add the following at the end of the clause:* “Should the Contractor wish to receive a Certificate of Practical Completion, prior to full Completion of the Works, he shall provide a list of minor items (“snags”) not yet fully accepted or approved, with a motivation as to why he should be permitted to attend to these items after having received a Certificate of Practical Completion. The Employer may consider granting such a request or part thereof at its entire discretion. However, the terms of Clause 5.13.3 will still apply.”
5.14.2	*Insert the following after the words,* "...has been duly completed, “: "the Contractor shall notify the Employer’s Agent, who shall inspect the Works. Provided the Employer’s Agent finds that the work has been completed satisfactorily, failing which he shall issue an updated list,"
5.14.4	*Insert the following after the words,* "...has been duly completed, “: " the Contractor shall notify the Employer’s Agent, who shall inspect the Works. Provided the Employer’s Agent finds that the Works has been completed satisfactorily, failing which he shall issue an updated list," *Add at the end of the clause:* “A Certificate of Completion will only be provided) once the whole project reaches final completion.”

Clause	**Description / Wording**
5.14.7	*Replace the words,* "the aforesaid provisions" *with, "*all provisions applicable to the Works".
5.16.3	The latent defect period is **ten (10) years**.
6.2.1	*Add the following to the end of* ***Clause 6.2.1****:* "The security to be provided by the Contractor shall be: • A performance guarantee of ten per cent **(10%)** of the Contract Sum (worded exactly as per the pro forma included in C1.5). • The performance guarantee shall be from an approved South African Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee."
6.2.2	*Delete* ***Clause 6.2.2*** *in its entirety.*
6.2.3	*Add the following to the end of* ***Clause 6.2.3****:* "The Contractor shall submit proof of renewal to the Employer's Agent."
6.3.1	*Add the following to the end of the clause:* **"Variations** that have a financial implication shall be approved by ORTDM in line with their approved Supply Chain Management Delegation of Authority prior to work commencement. **Contingencies** are under the sole control of ORTDM and may only be used upon approval by the delegated authority of ORTDM."
6.4.1.3	*Add the end of Clause 6.4.1.3 after the word,* "Contractor*", insert the following:* ", and to this end in the make-up of the Contractor's proposed expenditure, the percentage allowance (mark-up) on labour, materials and construction equipment shall be limited to 10%, which allowance shall be held to cover all charges for the Contractor's and subcontractor's sourcing of quotes, timekeeping, clerical work, insurance, establishment and superintendence, and all other management, overheads and profit."
6.5.1.2.1	*Add the following to the end of* ***Clause 6.5.1.2.1****:* "Gross remuneration" referred to above shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc."

Clause	**Description / Wording**
6.5.1.2.2	*Add the following to the end of* ***Clause 6.5.1.2.2****:* "Net cost of materials" referred to above shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect.”
6.8.2	A Contract Price Adjustment Factor is applicable, calculated and applied in accordance with the following new clauses:
6.8.2.1	**“General** The Contract Sum shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses. The following general provisions shall apply in all cases: a) The base month (where “Base Date” is specified, it shall be the 1st of the base month) is the month preceding the month in which the tender closes. b) Adjustments for changes in cost shall be calculated as if the Works are executed within the time for completion, and no additional costs due to any work being executed outside the time for completion shall be payable unless the Employer’s Agent allows an extension of time in accordance with Clause 5.12 [Extension of Time for Practical Completion]. c) Claims for adjustments for changes in cost shall be supported by such documentary evidence that may be required by the Employer’s Agent. Failure to render this information may result in the rejection of claims for price adjustment. d) No claims for adjustments for changes in cost will be accepted which are submitted later than 28 days after the date of issue of the Certificate of Completion.”
6.8.2.2	**For General Works and Civil Works** The Contract Price Adjustment Factor shall be calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule, subject to the following: The value of “x” is 0.10 The values of the coefficients are: a = 0.20 [Labour] b = 0.20 [Contractor’s equipment] c = 0.55 [Material] d = 0.05 [Fuel]. The definitions of “L”, ”P”, ”M” and ”F” referred to in Clause 1 of the Contract Price Adjustment Schedule are as follows: " 'L' is the 'Labour Index' and shall be the Consumer Price Index as published in the Statistical Release, P0141, Table A – Consumer Price Index: Main Indices – Geographic Indices: CPI for Province: Eastern Cape”, of Statistics South Africa.

Clause	**Description / Wording**
	'P' is the Contractor's Equipment Index' and shall be the Construction Materials Price Indices applicable to "Plant and Equipment" as published in the Statistical Release P0151.1, Table 4, of Statistics South Africa. 'M' is the 'Materials Index' and shall be the Construction Materials Price Indices applicable to "Civil engineering material – total", as published in the Statistical Release P0151.1, Table 6, of Statistics South Africa. 'F' is the 'Fuel Index' and shall be the Producer Price Index applicable to "Diesel" as published in the Statistical Release P0142.1, Table 1 – PPI for final manufactured goods, of Statistics South Africa."
6.8.3	Price adjustments for variations in the costs of special materials are allowed. Refer to C1.2 Contract Data (Part 2).
6.9.1	*Add to the end of* ***Clause 6.9.1:*** "The Contractor shall, where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is **80%** on submission of proof of payment for the materials.
6.10.1.7	*Add the following to* ***Clause 6.10.1.7*** *after,* "…Clause 5.13": ", or any other fines or penalties that become due under the Contract."
6.10.1.9 (new)	*Add the following new clause:* "Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict."
6.10.3	The Retention Money shall be **10%** (ten percent) of the value of the Works. The "Limit of the retention money" is **5%** (five percent) of the Contract Sum.
6.10.4	**Replace** the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
6.11	**Variations exceeding 15 per cent** *Replace*, "15 per cent" *wherever it occurs with* "20 per cent".

Clause	**Description / Wording**
7.2.1	*Add the following to the end of* ***Clause 7.2.1:*** "Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused.
7.4.4.1	*Replace the comma after the word* "them" *in the last line of* ***Clause 7.4.4.1*** *with a full stop, and replace the word* "and" *with the following*: "The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"
7.8.2.2	*Add the following to the end of* ***Clause 7.8.2.2:*** ", subject to such work being done on a written instruction by the Employer's Agent."
8.3.1.9	*Insert the following at the beginning of* ***Clause 8.3.1.9:*** "Except where the Contract specifically so provides,".
8.6.1	*Add the following to the end of* ***Clause 8.6.1****:* "Insurances shall be maintained in force for the duration of the Contract, and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurances."
8.6.1.1.2	The value of the plant and materials supplied by the Employer to be included in the insurance sum is Nil.
8.6.1.1.3	The amount to cover professional fees is **R1 million.**
8.6.1.2	*Add the following to the end of* ***Clause 8.6.1.2****:* "SASRIA (Riot) Certificate to be issued in the joint names of Employer and Contractor for the full value of the Works (including VAT)."
8.6.1.3	The limit of indemnity liability insurance shall be Twenty Million (**R20 000 000.00**). *Add the following to the end of* ***Clause 8.6.1.3****:* "The minimum amount of insurance required in terms of this Clause shall be per event, the number of events being unlimited.

Clause	**Description / Wording**
8.6.1.5	*Add the following to the end of* ***Clause 8.6.1.5:*** The Contractor and/or his subcontractors shall provide, and maintain in force for the duration of the contract, the following additional cover: a) Complying with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended; b) Insure all persons employed on the contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act, against the contractor's Common Law Liability to such employees for the sum of not less than R1 000 000 (one million rand) for any one accident; c) Motor Vehicle Liability insurance comprising: • Insurance in accordance with the Road Accident Fund; • "Balance of Third Party" Motor Risks including Passenger Liability; d) "All Risks" insurance on all constructional plant and machinery and allied equipment, including all temporary accommodation brought onto site. Furthermore, the insurance cover effected by the Contractor shall meet the following requirements: a) The insurance policy held by the Contractor shall cover "wet risks" where a portion of the works is subject to possible, occasional or regular inundation." b) Where one or more hired vehicles or the Contractor's own vehicles are required for the Employer's Agent's site monitoring staff, such vehicles are to be fully comprehensively insured. Insurance of all materials stored off-site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof.
8.6.5	*In the second line of* ***Clause 8.6.5****, after the word* "effected" *add the words* "in the joint names of the Employer and the Contractor" *Add the following to the end of* ***Clause 8.6.5****:* "The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer." "The Employer shall approve (or disapprove) the terms of the insurances within fourteen (14) days from the date of receipt of the policies provided in terms of Clause 8.6.5."
8.6.6	*Add the following to* ***Clause 8.6.6:*** "The policies and the proof of payment of premiums and continuity of the policies shall be produced within fourteen (14) days.".
8.6.8 (new)	*Add the following new clause:*

Clause	**Description / Wording**
	"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."
9.1.4	*Replace the contents of **Clause 9.1.4** with the following:* "Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the Contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the Due Completion Date.
9.2.1.3.2	*Add the following to the end of **Clause 9.2.1.3.2:*** "or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or"
9.2.1.3.6	*Delete the contents of **Sub-Clause 9.2.1.3.6** and replace with the following:* "Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, inter alia to comply with any instruction under Clause 4.2"
9.2.1.3.8	*Add the following to the end of Clause 9.2.1.3.8:* "or"
9.2.1.3.9 (new)	*Add the following new clause:* **"**The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract; or"

Clause	**Description / Wording**
9.2.1.3.10 (new)	*Add the following Clause:* An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor."
10.1.1.1.3	*Replace the contents of* ***Clause 10.1.1.1.3*** *with the following:* **"**The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay to Practical Completion, and"
10.1.1.2	*Delete the contents of* ***Sub-Clause 10.1.1.2*** *and replace with the following:* "If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.11 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:
10.1.1.2.1	Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1 .1.1.4 as he reasonably can, and
10.1.1.2.2	As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 lo 10.1.1.1.4 as have not yet been complied with."
10.1.1.3	*Delete the contents of* ***Sub-Clause 10.1.1.3*** *and replace with the following:* "If the circumstance, event, act or omission relating to the claim are of an ongoing nature:
10.1.1.3.1	the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1.
10.1.1.3.2	The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim."
10.1.1.4 (new)	*Add the following new clause :* "Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1"

Clause	**Description / Wording**
10.1.2	*Add the following to the end of* ***Clause 10.1.2:*** "The Contractor shall issue a notice to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could: a) Increase the Contract Prices, b) Delay Practical Completion, or *c)* Impact on quality, or *d)* Impair the performance of the Works in use."
10.3.2	*Add the following to the end of* ***Clause 10.3.2:*** "Amicable settlement in terms of Clause 10.4 shall be utilised for all disputes prior to referring any dispute to adjudication."
10.5.1	Dispute resolution shall be by ad-hoc adjudication
10.5.3	The number of Adjudication Board Members to be appointed is **One.**
10.5.4	*After the words,* "…the Adjudication Board's decision", *insert the following*: ", only insofar as such decision or any part thereof is agreed in writing by the parties,"
10.6.1.1	*Replace the contents of* ***Clause 10.6.1.1*** *with the following*: "The decision shall be binding on both parties, only insofar as such decision or any part thereof is agreed in writing by the parties.".
10.7.1	The determination of disputes which are unresolved in terms of **Clause 10.5.3** shall be referred to arbitration for final settlement.
10.10.1	*Replace the contents of* ***Clause 10.10.1*** *with the following:* **"**Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment."
10.10.3	*Replace the contents of* ***Clause 10.10.3*** *with the following:* "The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before

Clause	Description / Wording
	the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.”
11 (new)	*Add the following new clauses:* **Targeted Participation Goals**
11.1 (new)	**“The following additional clause shall apply:** The Contract Participation Goal (CPG) **of 5% applies to this bid**: 5% of the Contract Value for Direct Participation by local Labour and **5% for Direct Participation by local enterprises**. Local labour and local enterprises are defined as those within the Mhlontlo Local Municipality. The Targeted SMME **Participation Goal is a minimum of 20% of the value of work** excluding specialist supply/work items, contingencies, CPA and provisional sums. **Targeted SMMEs are to be from within the O. R. Tambo District Municipality.** The information provided in Section C.1.3 and C.1.4 of this document shall be contractually binding, and penalties will be imposed as per the Clauses included in the Sections should the tendered participation goals not be achieved.”
11.2 (new)	**“Penalty for failure to meet proposed direct participation of targeted enterprise (new clause)** In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty (P) calculated in the following manner: $P = 0.50 \times (L_M - L_A) \times V_A$ Where: L_M = SMME Subcontractors or Local Resources Goal % stated in the Contract Document L_A = SMME Subcontractors or Local Resources component %, which the Employer’s Agent certifies as being achieved upon completion of the Contract. V_A = Award Value (Contract Price exclusive of VAT, all provisional or prime cost sums and allowances for contingencies and escalation) P = Rand value of penalty payable.”

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.9	The Contractor is: …… …… *(The legal name of the Contractor)*
1.2.1.2	The Contractor's address for receipt of communications and notices is: Address (Postal): ..... Address (Physical): .... Telephone: ..... Facsimile: ..... Email: …….
6.2.1	The security to be provided by the Contractor shall be as stated in **Clauses 6.2.1** and **6.10.3** of Part 1.
6.8.3 and 4.1 of the Contract Price Adjustment Schedule	The Contract Price shall be subject to price adjustment for variations in the cost of special materials if the Contractor so chooses. The following material is classified as a special material: …… …… …… …… …… ……

Clause	Description / Wording
	Should the Contractor choose to be compensated per the above, he shall provide the base cost of the special material as of the base date, supported with documentation acceptable to the Employer's Agent, in the space below. Type of material ……. Unit …….. Base cost in Rand per unit …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. …… ……. …….. ……

SIGNED BY/ON BEHALF OF TENDERER:

Signed ..... Date ……..……

Name ..... Position ……

C1.3: TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR

1. Applicable Standard Specification

The applicable Standard Specification is SANS 10845 – Part 8 (2015): Construction Procurement –

Part 8: Participation of targeted labour (local resources) in contracts.

2. Definitions

With reference to clause 3 of SANS 10845-8, the following definitions shall apply to this schedule:

2.1 Targeted Labour

Individuals, employed by the Contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

2.2 Target Group

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

i) 55 % women;
ii) 55% youth; and
iii) 2% on persons with disabilities

Target Group specifically excludes the contractor's own staff unless such staff are also from the Target Area.

2.3 Target Area

For this project, the target area is defined as the areas within the proximity of the site in the Mhlontlo Local Municipality, Eastern Cape Province.

2.4 Targeted Labour Contract Participation Goal (CPGL)

Sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors, contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

2.5 Threshold Value

Sectorial Determined Wage Rate for the Civil Engineering Industry, as adjusted from time to time (excluding any benefits). As determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

2.6 Value of the Contract

The contract sum (accepted contract amount) less allowances for specialist supply work, provisional sums, contingencies and VAT.

2.7 Labour Maximisation

Labour maximisation shall contribute a minimum of 10% of the value of the contract.

3. Conditions associated with the granting of preferences

The tenderer undertakes to:

a) engage one or more targeted labour in accordance with the provisions of the SANS 10845-8 as varied in Section 4 hereunder;
b) accept the sanctions set out in Section 5 below, should such conditions be breached;
c) complete the Targeted Labour (CPG) calculation form contained in Section 8 below; and
d) complete the Supporting Contract Participation Goal Calculation contained in Section 9 below.

4. Variations to the targeted construction procurement specification SANS 10845-8

The variations to SANS 10845-8 are set out below. Should any requirements of the variations conflict with the requirements of SANS 10845-8, the requirements of the variations shall prevail.

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure G of SANS 10845-8.

5. Labour Intensive Work

(a) Competencies of Supervisory and Management

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / Supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards.
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain	Any one of these 3 unit standards
		Roads and Stormwater Drainage Use Labour-Intensive Construction Methods to Construct and Maintain	
		Water and Sanitation Services Use Labour-Intensive Construction	

Personnel	NQF level	Unit standard titles	Skills programme description
		Methods to Construct, Repair and Maintain Structures	
Construction Manager/ Manager (i.e. the Contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive against Construction Processes	Skills Programme against this single unit standard

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)

(b) Employment of unskilled and semi-skilled workers

(i) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

(ii) The rate of pay shall be as per the latest sectoral determination for the Civil Engineering industry.

(iii) Tasks established by the Contractor shall be such that:

- the average worker completes 5 tasks per week in 45 hours or less; and
- the weakest worker completes 5 tasks per week in 55 hours or less.

(iv) The Contractor shall revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (iii) above.

(v) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference shall be given to people with previous practical experience in construction and / or who come from households:

- where the head of the household has less than a primary school education;
- that have less than one full-time person earning an income;
- where subsistence agriculture is the source of income;
- those who are not in receipt of any social security pension income

(vi) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- 55 % women;
- 55% youth; and
- 2% on persons with disabilities.

(c) Contract Participation Goals

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed

In support of the National Department of Public Works' Expanded Public Works Programme, which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.
It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted labour contract participation goal (CPGL) using the labour-intensive method is 10%.

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPGL.

(d) Training of targeted labour

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the Contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible.

The Contractor shall access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the Contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) shall be furnished with a copy of this request.

The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training.

Proof of compliance with the requirements of the above shall be provided by the Contractor to the Employer prior to submission of the final payment certificate.

It is envisaged that all local labour employed on this Contract shall receive a level of training for which they will receive accreditation.

An employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of his employer (i.e. the Contractor) and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of his services.

(e) Generic labour-intensive specification

(i) <u>Scope</u>

This Specification establishes general requirements for activities which are to be executed by hand involving the following:

a) trenches having a depth of less than 1,5 meters
b) stormwater drainage
c) low-volume roads and sidewalks

(ii) <u>Precedence</u>

Where this Specification is in conflict with any other standard or specification referred to in this Contract, the requirements of this Specification shall prevail.

(iii) Hand excavatable material

Hand excavatable material is material:

a) Granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

b) Cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note:

- A boulder, a cobble and gravel are materials with a particle size greater than 200 mm, between 60 and 200 mm, and between 2 mm and 60 mm, respectively.
- A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg, which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		**COHESIVE MATERIALS**	
Consistency	**Description**	**Consistency**	**Description**
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by the sharp end of a geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by the sharp end of geological pick; required many blows for excavation	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

(iv) Trench excavation

Hand excavatable material has to have a consistency of:
Granular Materials – Very loose or Loose

Cohesive Materials – Very soft or Soft
All other consistencies are regarded as machine excavatable materials.
Hand excavation only for trenches having a depth of less than 1,5 metres, all other trenches to be done by machine.

(v) Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

a) to 90% Proctor density;
b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

(vi) Excavation

All excavation, as listed under C3.4.2.6(f)(iv) classified as hand excavatable, shall be excavated by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

(vii) Clearing and grubbing

Grass and small bushes shall be cleared by hand.

(viii) Shaping

All shaping shall be undertaken by hand.

(ix) Spreading

All material shall be spread by hand.

6. Community Participation

The Contractor shall make allowance for the employment of a CLO in accordance with the following terms of reference (TOR), and three Graduate Engineers/Technologists/Technicians (from disciplines of engineering,), and three in-service training candidates (from disciplines of engineering, environmental science and health and safety management), throughout the duration of the contract.

(a) Terms of Reference of CLO

The Community Liaison Officer (CLO) will be responsible to the Project Steering Committee (PSC), who will be involved in the appointment of the CLO. The CLO should be the person with a good standing and respect in the local community and would be selected according to the set criteria by the interviewing panel consisting of the Local and District Municipality, ISD Consultant, PSC, Ward Councillor and selected local leadership.

One (1) CLO will be appointed for the period of physical construction, plus a period of 14 days prior to this period.

The period will include times when small team works are busy in the area, e.g. chambers, standpipes and reservoirs. The period will end when no further work is required.

The Contractor will provide office space and stationery for the CLO to carry out his/her duties.

Remuneration for the CLO will be **R10 000 per CLO per month** for the period of employment. Where the CLO is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall

be the man-month of CLO employment.

A CLO who fails in their responsibilities may be replaced in consultation with the PSC and ISD Consultant.

The CLO will liaise with the following people in performing these activities:

Contractor:

a. Organise and assist the contractor in explaining to all workers the labour-based construction model.
b. Ensure labourers understand their task and the principles behind task work.
c. Ensure labourers are informed of their conditions of temporary employment.
d. Attend all site meetings and briefings for work procedures.
e. Keep a written record of interviews and community liaison, which should be summarised and included in the monthly progress reports.
f. Collect monthly welfare reports and submit to social facilitators.
g. Ensure that the contractor's workers are paid what is due to them and on time.
h. Assist in the recruitment of labour.
i. Promote and maintain sound relations with community stakeholders and other role players.
j. Screen the supplied labour by the community through Project Steering Committees to ensure compliance with the agreed upon recruitment policy and the government's labour employment targets.
k. Inform local labour about their conditions of temporary employment, to ensure their timeous availability and inform them timeously when they would be relieved, where the rotation of labour is applicable.
l. Keep the labour register of labour and manage records of project local labourers, and be able to provide reports on employment statistics.
m. Consult on all decisions regarding local problems and any matters of importance that, in any way, will be of relevance to the Contract.
n. To be on site on a daily basis.
o. To register concerns/perceptions and raise them in the PSC meetings.
p. Attend site and PSC meetings to present a monthly report on the local community labour involvement and site matters.
q. Identify possible labour disputes and any disciplinary matters and advise the Construction Manager/foreman and assist in the resolution, where necessary, call for the assistance of the Social Consultant for the resolution of the conflicts.
r. Assist the contractor in preparing records of project employees. Assist the contractor in making task measurements and the records thereof.
s. Monitor the production of individual task workers and arrange the replacement of those workers who fail to produce a reasonable task output.
t. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
u. Communicate daily with the contractor to determine additional labour requirements with regard to numbers and skills and pass this to the PSC.
v. Attend weekly meetings with the contractor and make a weekly written report, which shall be a prerequisite to being paid.

Social Facilitator:

a. Assist in convening workshops.
b. Disseminate information to PSC members.
c. Articulate implementing agency policies to PSC members.
d. Communicate labour requirements.

e. Attend induction training programmes for workers and induct labourers.
f. Submit monthly welfare reports to the social facilitators PSC.
g. Communicate labour and skills requirements to the PSC.
h. Assist in the recruitment and engagement of work force.
i. Verify labour records and ensure all engaged qualify as per the Contract requirements.
j. Investigate and report all labour dispute matters to the PSC, advise the Construction Manager on resolution.

The residents of each village being served by the scheme are represented by a PSC. All liaison with the community and the committees is the responsibility of the Social Facilitator in conjunction with the Project Manager. The Contractor will be required to liaise through them for any matters to do with the community.

(b) Graduate Engineer and In-Service Training

The Contractor shall employ, for the duration of the contract, three (3) Graduate Engineers/Technologists/Technicians (National Diploma or B-Tech or BSc) and three (3) in-service training candidates from disciplines of engineering, environmental science and health and safety management. The PSC will provide a list of suitable candidates which will be interviewed by the Contractor before selecting a suitable person. If this person has never done similar work before, the Contractor must make allowance to train the person. The Graduate Engineer will be responsible to the Contractor, and a short-term contract must be set up to formalise the conditions of the appointment.

The contractor will provide office space, stationery and all other tools and equipment for the graduates/in-service training candidates to carry out his/her duties.

At completion of the contract, the Contractor must provide the graduates/in-service training candidates with a certificate of service.

Remuneration for a qualified graduate will be **R 15 000 per month** for the period of employment, and for in-service training candidates will be **R 8 000 per month** for the period of employment. Where a person is engaged for part of the month, they shall be paid an equivalent daily amount. The unit for measurement shall be the man-month of employment.

The Graduate Engineer/Technologist/Technician shall be trained and mentored in:

- Contract Administration
- Quality Control
- Measurement of Works,
- Site Management System
- Survey

A graduate or in-service training candidate who fails in their responsibilities as outlined in the agreement may be replaced in consultation with the PSC and ISD.

7. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control, which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0.5 \times \frac{(D-D_O)}{(100)} \times C_A$$

Where:
D = tendered Contract Participation Goal percentage.

D_O = the Contract Participation Goal, which the Employer's representative certifies, based on the credits passed, as being achieved upon completion of the contract.

C_A = Contract Amount

P = Monetary value of penalty payable

8. Tender Contract Participation Goal in respect of targeted labour and local enterprises

I/We hereby tender a Contract Participation Goal of……% (minimum: **30%**) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature: ……

Name: ……....

Duly authorised to sign on behalf of: ……..

Telephone: ……..…..

Fax: …….

9. Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	**WORKING HOURS**	**RATE**	**TOTAL WAGE COST**
Permanent labour*			
Temporary labour			
SMME labour			
Local Enterprises			
		TOTAL	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

C1.4: SPECIFICATION FOR SMME SUB-CONTRACTOR EMPLOYMENT

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ACRONYMS

CIDB	-	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
CM	-	CONSTRUCTION MANAGER (MENTOR)
ECSA	-	ENGINEERING COUNCIL OF SOUTH AFRICA
GCC	-	GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
EA	-	EMPLOYER'S AGENT
MC	-	MAIN CONTRACTOR (MENTOR)
PM	-	PROJECT MANAGER (MENTOR)
PMT	-	PROJECT MANAGEMENT TEAM
SAICE	-	SOUTH AFRICAN INSTITUTION OF CIVIL ENGINEERING
SARS	-	SOUTH AFRICAN RECEIVER OF REVENUE
SMME	-	SMALL, MEDIUM & MICRO ENTERPRISE
SANS	-	SOUTH AFRICAN NATIONAL STANDARDS

1 DEFINITIONS AND INTERPRETATIONS

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 3rd Edition 2015, the Standard Specifications and the Project Specifications, together with the following definitions, shall apply:

a) Main Contract: Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 3rd Edition, 2015.

b) Project Management Team (PMT): A team that is set up after award of the contract, consisting of a delegate from each of the Main Contractor, the Employer's Agent and the Employer. The function of the PMT will be to consult regarding the management of the subcontracts involving SMMEs. The PMT will also evaluate the Main Contractor's performance regarding the goals set for SMME involvement. The Employer's Project Manager will decide which party is to chair and lead the team. Minutes of these meetings will be taken by the Employer's Agent.

c) SMME Construction Manager: Person provided by Main Contractor to guide, assist and mentor all eligible potential SMMEs tendering and awarded a contract as SMME Sub-Contractors.

d) Small, Medium and Micro Enterprises: An Affirmable Business Enterprise which adheres to statutory labour practices, is a legal entity, registered with SARS and the Compensation Commissioner or FEMA and continues to operate as an independent enterprise for profit.

e) SMME Sub-Contractor: An Emerging Contractor referred to as an SMME, who has been identified through a process as detailed in Section 2.1 to tender for and, if successful, to provide works as part of the total service required by the Employer for the Contract.

f) Sub-Contractor: A Contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.

g) SMME Package: Specified work package identified for execution by SMMEs. The identifiers are Employer, Employer's Agent and Main Contractor.

h) Joint Venture: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.

2 SMME TENDER PHASE

2.1 Identification of SMME Contractors

The process for identifying potential targeted SMME Contractors from within the ORTDM shall be advised by the Employer, following the award. Allowance has been made for an Expression of Interest process to be followed, if required.

2.2 Identification of Work Opportunities

General items to be considered as possible work packages for the sub-contractors are listed below. These packages are not all-inclusive, and contractors are encouraged to exceed the minimum requirements.
Specific work items to be performed by subcontractors will be agreed to post-award. It remains the main contractor's responsibility to ensure compliance with the stipulated contract participation goals.

- Site clearance
- Hand excavation
- Construction of chambers
- Installation of valve and pipeline markers
- Fencing
- Concrete block paving
- General building work/brickwork.

2.3 Tender process for SMMEs

A minimum of 3 (three) potential SMME subcontractors as identified by the process mentioned in 2.1 shall be invited to tender for each work package.

2.4 Compilation and issue of tender documents

The Main Contractor (supported where required by the Employer's Agent) shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of SMMEs as stated in or as may reasonably be inferred from the conditions of this contract.

All tender documentation shall be reviewed, approved and issued by the Main Contractor with all copies of tender documents compiled and deemed to be included in the tendered rates or mark-up provision allowed for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO COST, and the Main Contractor is to make allowance for such cost in his tendered rates.

2.5 Site Briefing Session

The Main Contractor shall facilitate a Site Briefing Session for the invited SMMEs. The Main Contractor will also make sure that all relevant parties, including the PMT, are present and given an opportunity to present specific aspects of the requirements pertaining to their tender requirements.

2.6 Pre-Tender Assistance to the SMMEs

At the briefing session, the Main Contractor, assisted by the PMT will be responsible for ensuring that prospective SMME Tenderers fully comprehend the:

i. implications of the liabilities and responsibilities inherent in the subcontract applicable;
ii. scope and extent of the portion of the works included in the subcontract;
iii. the requirements for quality control of works;
iv. the requirements for occupational health and safety;
v. proper procedures for the submission of the tenders;
vi. procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

2.7 Adjudication

a) The Main Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Main Contractor for this purpose. A submission register will be maintained by the Main Contractor for all tenders received.

b) All tenders received shall be evaluated by the Main Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalise the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

   The evaluation of the Occupational Health and Safety plans will be done by the Main Contractor's SHE Officer.

c) The PMT shall have the right to interview any tenderer for the purpose of:
   - clarifying any aspect of the tender;
   - querying abnormally high or low rates and prices, and
   - clarifying rates and prices which are not in balance with other tendered rates and prices.

d) The Main Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

2.8 Award of Tender

The Main Contractor will award the work to the successful SMME Tenderers, and a Sub-Contract Agreement will be signed between the Main Contractor and the successful SMME Tenderers.

2.9 Sub-Contract Agreement

A Sub-Contract Agreement in accordance with the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018, including all amendments will be compiled by the Main Contractor with the assistance of the Employer's Agent. They shall be responsible for ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably may be inferred from the provisions of this Contract. All costs associated with the tender process, including the conclusion of the agreement are for the Main Contractor's account.

The final terms and conditions of each subcontract agreement shall be subject to the approval of the PMT, prior to entering into the subcontract agreement. The Main Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the SMME or the Main Contractor.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of the main contract pertaining to:

a) The allowable sources from which workers may be drawn in terms of the contract;
b) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works;
c) Any training to be provided to the temporary workforce;
d) Occupational health and safety; and
e) The use of labour-intensive methods.

Shall apply in respect of all SMME Contracts.

3 CONSTRUCTION PHASE

3.1 Mentorship

The Main Contractor shall closely manage, supervise and assist all SMMEs in all aspects of management, execution and completion of subcontracts. This shall typically include assistance with planning the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures, etc. The extent and level of such management, guidance and assistance to be provided by the Main Contractor shall be directed at enabling the SMMEs to achieve the successful execution and completion of the subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMMEs.

3.2 Guide, Assist and Mentor SMMEs

The Main Contractor shall employ on a full-time basis an SMME Construction Manager. The CV of the proposed individual must be submitted to the Employer's Agent for approval based on the requirements shown below.

The SMME Construction Manager will manage the SMMEs and report monthly on the progress of each SMME to the Project Management Team (PMT).

Such a Construction Manager must be adequately experienced with SMME work(s) concern and the development thereof and will be subject to the approval of the Employer. The SMME Construction Manager will render full-time assistance to and mentor the SMMEs and shall:

i. Possess a minimum of five years of site-based experience in the civil engineering construction industry and have a sound knowledge of the minimum requirements to carry out construction work effectively and efficiently.
ii. Be registered with ECSA registration (Engineering Council of South Africa): Pr. Eng or Pr. Tech or SACPCMP (South African Council for the Project and Construction Management Professions) as a Pr. CPM or Pr. CM.
iii. Would preferably hold a mentoring certificate.
iv. Maintain the programme of the subcontract.
v. Ensure continuous supervision and assistance to the SMME sub-contractors.

The SMME Construction Manager will report on the performance of the SMME on a monthly basis. On completion, the Main Contractor will issue a Final Certificate as given in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018, including all amendments within seven days after the final completion.

3.3 Dispute Resolution Procedures

The Main Contractor shall at all times:

a) Apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable.
b) Closely manage and supervise all SMMEs and, wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Main Contractor shall, whenever feasible, give the SMMEs a reasonable opportunity to rectify any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.
c) If no agreement can be reached between the Main Contractor and the sub-Main Contractor, the matter shall be referred to a mutually acceptable mediator as required in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018, including all amendments.

When taking any actions or imposing any penalties as are provided for in the subcontract, the Main Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract.

3.4 Quality of Work and Performance of the Sub-Main Contractor

If the Sub-Contractor, in the opinion of the Main Contractor, fails to comply with the criteria as listed below, the Main Contractor shall issue a written warning to the Sub-Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer's Agent. These criteria include:

a) Acceptable standard of works as set out in the specifications in the sub-contract tender document.
b) Progress in accordance with the time constraints in the Sub-Contractor's tender document.
c) Punctual and full payment of the workforce and suppliers.
d) Occupational health and safety compliance.
e) Compliance with environmental requirements.

The Sub-Contractor shall have fourteen (14) days from the date of receipt of the warning letter from the Main Contractor to satisfactorily rectify the issues raised by the Main Contractor, with the exception of points (d) and (e), for which the response time shall be 24 hours. If a satisfactory solution cannot be reached after the mediation process, this will be sufficient grounds for the Main Contractor to terminate the contract, provided the Project Management Team is satisfied that the Main Contractor has made every effort to correct the performance by the Sub-Contractor.

3.5 Payment of SMMEs

3.5.1 SMME Sub-Contractors are to be invited to submit their payment certification or claim monthly and are to be paid by the Main Contractor within thirty (30) days of receipt of invoice.

3.5.2 Payment to SMMEs MAY BE delayed pending payment of the Main Contractor by the Employer.

3.5.3 Payment to SMMEs may not be discounted for early payment.

3.5.4 No interim payment of the SMME invoice may be unfairly withheld or delayed for whatever reason.

3.5.5 The Main Contractor must acknowledge and honour cessions in favour of recognised financiers or suppliers of the SMME if presented to the PMT and approved.

3.5.7 Payment to SMMEs may not be subjected to set off costs unless provided for in law, and may not exceed 5% of the payment, unless approved by the Employer.

3.6 Main Contractor's Liability

No provision or requirement set out in this specification shall be deemed to relieve the Main Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works 2015, the Main Contractor shall be fully liable for the acts, defaults and negligence of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and negligence of the Main Contractor, his agents or employees save as specified in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments.

Any failure or neglect by the Main Contractor to comply with the provisions of the specifications, or any omission or neglect by the Main Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Employer's Agent to act in terms of Clause 9.2 of the General Conditions of Contract for Construction Works 2015.

3.7 Performance Guarantee

The following Performance Guarantees will be applied to the SMME Sub-Contracts:

3.7.1	up to R1 000 000	shall be zero percent	(0%);
3.7.2	R1 000 001 to R4 000 000	shall be five percent	(5%);
3.7.3	Exceeding R4 000 000	shall be ten percent	(10%)

All the above will be of the accepted SMME Sub-Contract Value and will be required from SMMEs as stated in the General Conditions of Subcontract for Construction Works, SAICE, First Edition 2018 including all amendments.

Where such guarantees are provided by SMME, the return of the same will be related to the time when the work carried out by the SMME is complete to the satisfaction of the Main Contractor and the Employer's Agent.

3.8 Retention

Five percent (5%) of the Sub-Contract Value (excluding VAT) will be deducted as retention on SMME, with half to be released on issue of the Completion Certificate for the specific SMME Sub-Contract with the remaining retention released on issuing of the Final Approval Certificate after the twelve (12) months Defects Liability Period. This deduction will be made from each payment certificate till it reaches the maximum of 5% of the Sub-Contract Value.

3.9 Measurements

An item has been measured in the Bill of Quantities, allowing the Main Contractor to price for the cost of managing and supervising the SMMEs during the execution of their works. The price tendered will be deemed to include all incidentals by the Main Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs affect the contract works in any way, and the Main Contractor shall deem to include such effects in the handling cost percentage for the different SMME work packages above.
func

3.10 Sub-Contracting by SMME

The Main Contractor shall not permit SMME Sub-Contractors to further subcontract on any other conditions than those applying in the project specification to Sub-Contractors or SMME Sub-Contractors.

3.11 Joint Venturing & Consortium

The Main Contractor shall not permit the SMME Sub-Contractors to enter into a Joint Venture or form a consortium with an external SMME(s) unless PMT approves so before the tender award. The SMME may only be allowed to enter into a Joint Venture or form a consortium with the other invited SMME(s) on the package concerned.

4 PORTFOLIOS OF EVIDENCE & UP-GRADE SUPPORT

4.1 Keeping of Records

The Main Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each SMME's progress during the construction period, starting from the award of a subcontract to an SMME until the successful completion of the subcontract work or termination of the subcontract. To this end the Main Contractor shall arrange for the completion, on behalf of the SMME Sub-Contractor, of the Employer's pro-formas to be provided by the Employer at award of the Main Contract. The Main Contractor must also keep a register of the details of each SMME engaged.

The Main Contractor shall keep comprehensive records of the training given to each trainee and SMME, at the successful completion of each course; each trainee shall be issued with a certificate indicating the course contents as proof of attendance and completion. The Main Contractor shall keep a register of certificates issued. Whenever required, the Main Contractor shall provide copies of such records to the Employer's Agent.

4.2 Monthly Returns

The Main Contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the targets in this contract. The Main Contractor shall complete and return, on a monthly basis, the following pro-forma forms of the Employer (to be provided by the Employer at award of the Main Contract):

- Report on employment.
- Report on the SMME's Plant and Equipment.
- Report on progress against programme.
- Report on financial status.
- Report on engineering training.
- Report on development training.
- Report on safety training.

The completed forms shall be presented to the Employer's Agent at each site meeting. Failure to adhere to this requirement shall result in the delay of any payment due until the Employer's Agent confirms that the forms have been received.

4.3 Main Contractor's duties upon completion of each sub-contract

The Main Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME within 7 (seven) days of the completion of the subcontract, a Certificate of Experience on a single A4 page containing the following:

a) Contract data:

   i. Contract title;
   ii. Main Contractor's full name and address;
   iii. Employer's Agent's name and address;
   iv. Employer's name and address.

b) Subcontract data:

   i. SMME name and address;
   ii. Scope or extent of the subcontract works;
   iii. Value of the subcontract works;
   iv. Applicable level of the subcontract;
   v. Duration of the subcontract;
   vi. Date of completion of the subcontract;

vii. Description of the training undergone by the SMME.

In addition, the SMME Construction Manager must provide comments of the performance of the SMME Sub-Contractor in respect of contract execution, labour management and OHS principles.

c) Certifying the SMME's successful completion of the subcontract.

5 MEASUREMENT AND PAYMENT

Payment Ref **Unit**

ASM 01 Expressions of Interest for SMME's ..... **Number (No)**

The tendered sum must include all costs incurred in the preparation of the expressions of interest, advertising and evaluation of the replies for presentation to the PMT.

ASM 02 Tenders for SMME's ..... **Number (No)**

Payment under this item shall be the number of SMME sub-contract, tender processes which the Contractor carries out. The tendered rate shall include full compensation for the compilation and issue of tender documents, tender invitation, training and provision of assistance to tenderers, evaluation of tenders and award of sub-contracts.

ASM 03 Provision of an SMME Construction Manager ..... Month

The monthly tendered rate must include all costs arising from the full-time mentoring, guidance and supervision of the SMME Sub-Contractors, including salary, accommodation, transport and all other expenses incurred.

ASM 04 Administrative costs of mentoring SMME Sub-Contractors ..... Month

The tendered sum must include all costs incurred in the administration of the mentoring of SMME Sub-Contracts, but not including the costs of the duties of the SMME Construction Manager or normal site supervision and administration activities. These could include the costs of outside specialists such as estimators, OHS or environmental specialists.

ASM 05 Preliminary and General costs associated with SMME's and fluctuation between the Contractor's tendered rates and the rates of SMME subcontractors ..... Provisional Sum (Prov. Sum)

Measurement and payment shall be in accordance with the provisions of clause 6.6 of the Conditions of Contract.

The Contractor shall, for inclusion in his monthly certificate, produce a schedule of work packages undertaken by SMME subcontractors, clearly indicating the P&G costs incurred, which shall be limited to 20% of each SMME package.

The provisional sum makes provision for the SMME subcontractor's establishment on site and general obligations, which will be included in the SMME subcontractors' contracts, and for funds to deal with the fluctuations between the Contractor's tendered rates and the rates of the approved SMME subcontractors."

ASM 06 Handling Costs and Profit Associated with SM10.05 ..... Percentage (%)

The Contractor is required to calculate the total percentage markup for his handling costs and profit on Item SM10.05, which shall be claimed monthly under this pay item.

6 FINANCIAL PENALTIES

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty (P) calculated in the following manner:

$P = 0{,}50 \times (L_M - L_A) \times V_A$

Where:

L_M = SMME Subcontractors or Local Resources Goal % stated in the Contract Document

L_A = SMME Subcontractors or Local Resources component % which the Employer's representative certifies as being achieved upon completion of the Contract.

V_A = Award Value (Contract Price exclusive of VAT, all provisional or prime cost sums and allowances for contingencies)

P = Rand value of penalty payable

7 ACCEPTANCE OF THE SMME SUB-CONTRACTOR SPECIFICATION

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor. confirms that he/she understands the conditions under which such preferences are granted.

Signature: ……

Name: ……....

Duly authorised to sign on behalf of: ……..

Telephone: ……..…..

Fax: ……

C1.5: PERFORMANCE GUARANTEE (PRO FORMA)

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:	.....
Physical address:	.....
"Employer" means:	**O. R. Tambo District Municipality**
"Contractor" means:	.....
"Employer's Agent" means:	**Zutari (Pty) Ltd**
"Works" means:	SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2
"Site" means:	The Site as defined by Clause 1.1.1.29 of the General Conditions of Contract, 2015
"Contract" means:	The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means:	The accepted amount inclusive of tax of R .....
Amount in words:	.....
"Guaranteed Sum" means:	The maximum aggregate amount of R .....
Amount in words:	.....
Type of Performance Guarantee:	**FIXED**
"Expiry Date" means:	Within 14 days after the issue of the Certificate of Completion by the Employer's Agent in terms of Clause 5.14.4 of the General Conditions of Contract.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3 The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11 The Guarantor chooses the physical address as stated above for the service of all notices for al purposes in connection herewith.

12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory: (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory: (1) .....

Witness signatory: (2) .....

C1.6: ADJUDICATION

Adjudication shall be carried out in terms of Clauses 10.5 and 10.6 of the General Conditions of Contract 2015.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained in Appendices 4 and 5 of the General Conditions of Contract GCC 2015.

C1.7: AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT No 85 OF 1993)

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

THIS AGREEMENT is made between .....……...

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

in his capacity as ……..……..

and ……..……..……..

(hereinafter called "the Mandatary") of the other part, herein represented by:

……..

in his capacity as ……..

duly authorised to sign on behalf of the Mandatory.

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

CONTRACT No:……CONTRACT TITLE ……

for the construction, completion and maintenance of such Works;

AND WHEREAS the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

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

2 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.

3 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer’s Agent requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract (hereinafter referred to as "the GCC"),

or

(b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.

4 The Mandatary declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8: General duties of employers to their employees;

(ii) Section 9: General duties of employers and self-employed persons to persons other than employees;

(iii) Section 37: Acts or omissions by employees or mandataries, and

(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

5 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

6 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

7 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

8. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) 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 into any incident involving the Mandatary and/or his employees and/or his subcontractors.

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

Signature(s) of authorised agents: ……. Date…….

Name(s) (in block letters): …….…….

Capacity of authorised agents: …….…….

for and on behalf of the Mandatary …….…….
(Name and address of organisation)

Witness: ……. ……(Full name – in block letters – and signature)
(Name)

……..……
(Signature)

Date: …….

For and on behalf of the Employer:

Signature(s) of authorised agent(s) ……. Date…….

Name(s) (in block letters) …….…….

Capacity of authorised agents: …….…….

for the Employer: ……. (Name and address of organisation)

Witness: ……. ……(Full name – in block letters – and signature)
(Name)

…….
(Signature)

Date: ……

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1 PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The Employer has compiled the Bill of Quantities according to the requirements in the Standard System of Measurement of Civil Engineering Quantities published by SAICE.

C2.1.1.2 The Conditions of Contract, the Contract Data, the Scope of Work, the Site Information, and the Drawings shall be read in conjunction with the Bill of Quantities.

C2.1.1.3 Before the tenderer adds a rate for an item, they must read the following:

- the relevant clauses in the Conditions of Contract
- the relevant measurement and payment clauses in the standard specifications, particular specifications and project specifications
- the relevant information shown on the Drawings

The tenderer must read all that information carefully so that they know what work the item involves. If there are discrepancies between the Bill of Quantities, SAICE's civil engineering quantities and the specifications, the tenderer must accept what is written in the specifications. If the tenderer claims from the Employer because of discrepancies, the Employer will reject the claim.

C2.1.1.4 The Engineer will not use the quantities in the Bill of Quantities to determine how much the Employer must pay the Contractor for work the Contractor has done. The Engineer will measure, accept and certify the work as described in clauses 12 to 14 of the Conditions of Contract and the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction or the Particular Specifications referred to in the Scope of Work, subject to the variations and amendments contained therein.

The Contract Agreement will stay valid even if the quantities in the Bill of Quantities differ from the quantities the Engineer certifies for payment.

The Employer will measure items net according to what is shown on the Drawings because they have not allowed for wastage.

C2.1.1.5 The Bill of Quantities comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

Clause 8 of each Standardised Specification, and the measurement and payment

clause of each Particular Specification, read together with the relevant clauses of the Scope of Work, all set out which ancillary or associated activities are included in the rates for the specified operations.

C2.1.1.6 Descriptions in the Bill of Quantities are abbreviated and comply generally but may differ from those in the Standardised Specifications and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill of Quantities has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities[1]. Should any requirement of the measurement and payment clause of the appropriate Standardised or Particular Specifications be contrary to the terms of the Bill of Quantities or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardised or Particular Specification, as the case may be, shall prevail.

C2.1.1.7 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

C2.1.1.8 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding Value Added Tax), liabilities and obligations set forth or implied in the documents on which the tender is based.

C2.1.1.9 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

C2.1.1.10 The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items be required.

C2.1.1.11 Should the Tenderer group several items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

C2.1.1.12 The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

C2.1.1.12 The quantities of work, as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities will be used to determine payments to the Contractor. The validity of

1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

the Contract shall in no way be affected by differences between the quantities in the Works Assignment and the quantities certified for payment.

C2.1.1.12 Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

C2.1.1.13 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit: The metric unit the Employer will use to measure the work associated with an item
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the Tenderer tenders to do the work
- Amount: The quantity of an item multiplied by the tendered rate of the (same) item
- Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

C2.1.1.14 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m^2	=	square metre	No	=	number
m^2.pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	Meganewton
m^3	=	cubic metre	MN.m	=	Meganewton-metre
m^3.km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Mℓ	=	Megalitre (1000 kℓ)	kN	=	kilonewton

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

C2.2 BILL OF QUANTITIES

SIGNED BY/ON BEHALF OF TENDERER

NAME	SIGNATURE	DATE

COMPANY STAMP

Declaration

(In respect of completeness of Tender)

O. R. TAMBO DISTRICT MUNICIPALITY

Nelson Mandela Drive

Myezo Park

Mthatha

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2 of this Contract Document in consecutive order upon which my/our tender for the **CONTRACT NUMBER: MIS 478 793 B - SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2** has been based.

By signing this page, I confirm that I have received and taken into account in my offer being submitted, all of the following documents provided by the Employer, acknowledging that some of these may have been issued separately:

	TENDER INDEX	
Tender	T1.1	Tender Notice and Invitation to Tender.
	T1.2	Tender Data
	T1.3	Standard Conditions of Tender
	T2.1	List of Returnable Documents
	T2.2	Returnable Documents for Tender Evaluation Purposes
	T2.3	Returnable Documents to be Incorporated into the Contract

	TENDER INDEX
Contract Part C1: Agreements and Contract data	C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Specification for SMME Sub-contractor Employment C1.5 Performance Guarantee (Pro forma) C1.6 Adjudication C1.7 Agreement in Terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)
Contract Part C2: Pricing Data	C2.1 Pricing Instructions C2.2 Bill of Quantities
Contract Part C3: Scope of Works	C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Health and Safety C3.7 Project Specifications
Contract Part C4: Site Information	C4.1 Geotechnical Investigation C4.2 Rainfall Data
Contract Part C5: List of Tender Drawings	Drawing List (Drawings included in **Appendix G)**
Tender Appendices	**Appendix A** Locality Layout **Appendix B** Monthly Reporting Templates **Appendix C** Environmental Specifications **Appendix D** OHS Specs and Baseline Risk Assessment**Appendix E** Geotechnical Investigation **Appendix F** Rainfall Data **Appendix G** Book of Drawings
Tender Addenda	As listed on Form 2.3.1

SIGNED BY/ON BEHALF OF TENDERER

NAME	SIGNATURE	DATE

Part C3: SCOPE OF WORK

O. R. TAMBO DISTRICT MUNICIPALITY

CONTRACT NO: MIS 479 793 B

SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Health and Safety

C3.7 Project Specification

C3.1. DESCRIPTION OF THE WORKS

STATUS

In the event of any discrepancy between the Scope of Work and any part of the SANS 1200 Standardised Specifications, the Bill of Quantities or the Drawings, the Scope of Work shall take precedence and prevail in the Contract.

C3.1.1 Employer's Objectives

The objective of the Employer (O. R. Tambo District Municipality) is to augment the bulk water supply to the existing Sidwadweni Regional Water Supply Scheme with treated water from the Tsitsa River, in order to provide an assured water supply to the existing water users within the area.

Based on the specific goals, the Employer is aiming to promote enterprises located in Eastern Cape Province and in O. R. Tambo District in particular.

C3.1.2 Overview of the Works

This contract (referred to as "Contract 2") forms part of a series of construction contracts to be implemented by ORTDM in order to augment the bulk water supply to the Sidwadweni Regional Water Supply Scheme. The existing scheme will be augmented with water abstracted from the Tsitsa River and then treated to drinking water standards, prior to distribution.

The proposed scheme will augment the supply of treated water to the existing Sidwadweni RWSS, and the entire scheme will consist of the following components and contract phases:

Contract	Discipline	Component
Contract 1 (Active Contract)	Civil and structural	1. Abstraction works on the Tsitsa River.
		2. Malepelele water treatment works (WTW) on the bank of the Tsitsa River.
		3. Low-lift pressurised water conveyance pipelines between abstraction works and WTW.
		4. Access road to WTW and abstraction works, including the bridge to be constructed across the donga erosion channel.
		5. High-lift pump station
		6. New electrical overhead line to supply power to abstraction works and WTW.
		7. Steel pumping main pipeline from Chainage 0 at High-lift pumpstation to Chainage 580
Contract 2 (This contract)	**Civil and structural**	**8. Steel pumping main pipeline from Chainage 580 to Nduku Command Reservoir**
		9. Command reservoir near the existing Nduku village.
		10. Access road to Nduku command reservoir.
		11. Nduku Booster Pumpstation building
		12. The main gravity pipeline to connect Nduku to the existing water scheme.
Contract 3 (Future contract)	Mechanical and Electrical	13. Design, supply, testing, installation and commissioning (with trial operation period) of mechanical and electrical equipment required to complete Contracts 1 and 2.
Contract 4 (future contract, to be split into various smaller contract packages)	Civil and structural	14. Secondary bulk pipelines to convey water from Nduku command reservoir to various distribution reservoirs.
		15. Village distribution reservoirs and reticulation pipelines.

This Contract 2 entails primarily the construction of the civil and structural elements of the Steel Pumping Main Pipeline to Nduku Command Reservoir, Nduku Command Reservoir, Access Road to Nduku Command Reservoir, Nduku Booster Pumpstation building, and Gravity main pipeline to connect Nduku to the existing water scheme.

In other words, this Contract is for the construction of the civil and structural elements of the above highlighted items 8 - 12.

The following should be noted:

- The first portion of the steel rising main pipeline from the Malepelepe WTW (approximately 580m), up to the first air valve chamber, as indicated in the tender drawings and BOQ will be constructed under Contract 1. The remainder of the steel rising main pipeline will be constructed as part of this contract, **"Contract 2,"** along with the above items 8) Nduku Command Reservoir, 9) Access roads, 10) Connection of command reservoir to existing water network, 11)Nduku Booster Pumpstation building, and 12) The main gravity pipeline to connect Nduku to the existing water scheme.
- The mechanical and electrical equipping of the civil and structural infrastructure constructed as part of "Contract 1" and "Contract 2" will be done as part of a separate future mechanical and electrical construction contract, "Contract 3."
- A separate future "Contract 4," split into smaller contract packages, will include items 14) and 15).

C3.1.3 Extent of the Works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- **Construction of approximately 5829m of rising main steel pipeline from chainage 580 to Nduku Command Reservoir.**
- **Construction of 0.28 km of access road to Nduku reservoir.**
- **Construction of 6Mℓ Nduku Command reservoir.**
- **Construction of the Nduku Booster Pumpstation building**
- **Construction of the Gravity main pipeline to connect Nduku to the existing water scheme.**
- Water tightness testing, cleaning and disinfections of water retaining structures and pipelines.
- Pressure testing of pipelines and fittings.
- Subcontracting a minimum of 30% of the value of work (excluding specialist supply items, contingencies, CPA and provisional sums) to SMMEs as per the project specification.
- Dealing with community participation with regard to the construction
- Environmental compliance and management of the area during and after the completion of construction.
- Compliance with the requirements of the Occupational Health and Safety Act of 1993, Construction Regulations 2014 and COVID-19 requirements.
- Correct defects in the Works in accordance with the requirements of the Contract.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Bill of Quantities.

C3.1.4 Location of the Works

ORTDM is one of six district municipalities in the Eastern Cape Province. ORTDM consists of five local municipalities (LM's), namely King Sabata Dalindyebo (KSD), Nyandeni, Port St Johns, Ingquza Hill, and Mhlontlo LM, where this project is located.

Sidwadweni RWSS is located approximately **(31°12'33.52"S; 8°43'18.64"E)** 24km north of Mthatha and adjacent to the N2 to Kokstad within the Mhlontlo LM area. It covers the area south of the Tsitsa River, both east and west of the town of Tsolo. In the east, it extends up to the Nyandeni LM boundary and in the west, it extends up to the Joe Gqabi DM boundary.

Mhlontlo LM is classified as a B4 rural Municipality and incorporates Qumbu and Tsolo rural towns. It is located near the north-eastern side of the Eastern Cape Provincial border. Major transport routes which traverse the area include the N2 between Mthatha and Mount Frere and the R396 between Tsolo and Maclear. The location of the site is indicated on the locality plan bound as **Appendix A.**

C3.1.5 Temporary Works

The Contractor will be responsible for determining the extent of temporary works required to execute the contract, and the cost thereof shall be included in the rates for the respective items of work. Nonetheless, it is envisaged that temporary work may be required for the following activities:

- Formwork and falsework for reinforced concrete.
- Pipeline trenches requiring shoring due to space and depth constraints.
- Dealing with water in excavations and trenches.
- Construction of pipelines near existing fences, which must be temporarily removed, will require the erection and maintenance of temporary fencing until restoration of the original fences.
- Construction of pipe trenches near existing properties or through existing accesses may require the provision of temporary access for pedestrians, livestock or vehicles.
- Traffic control measures where construction takes place at or close to existing roads.
- Safety measures deemed necessary by the Health and Safety specification or the Contractor's own risk assessment (e.g. pedestrian barriers).
- All temporary works shall:

  Be certified by a Professional registered with ECSA where structural design is required

  Align with the CIDB Best Practice Guideline #9 for temporary works management

C3.1.6 Construction Programme

The programme of construction shall be submitted to the Employer's Agent within the time stipulated in these documents. The programme shall clearly show all activities related to the works and shall indicate which activities are on the critical path.

In compiling the programme, the Contractor shall consider the following:

- Dependence on the Contract 1 activities
- The requirements and effects of employing labour-intensive construction methods.

- The lead-time for training of local labour.
- The accommodation and safeguarding of public access and traffic.
- Establishment and de-establishment times.
- Time to obtain all permits and wayleaves.
- Appointment of Community Liaison Officer (CLO).
- All public and contractor close-down periods.
- All other activities required in terms of this document.

If during the contract, the execution of the work deviates in any manner from the programme, the Contractor shall, on instruction by the Employer's Agent, within one week of such instruction, submit a revised programme. Should such a revision be because of the Contractor falling behind with his work, the programme shall clearly show the steps to be taken to rectify the situation so as to enable the contract to be completed within the stipulated contract period. Positive steps to increase production through increased resources, or the more efficient usage of existing resources, shall accompany such a programme. The tender programme shall, however, be used.

The Contractor will be required to provide the required information to the Employer to allow for the successful integration and management of programme and construction interfaces between the various construction contracts listed in Section C3.1. It is anticipated that Contracts 1, 2 and 3 will be implemented in parallel over a 36-month period.

Interface with Contract 1

The Contractor is advised that certain testing activities for the reservoir and pipeline are dependent on works to be completed under Contract 1, including the availability of water for testing purposes.

The Contractor shall allow in its tendered rates and prices for any disruption, delay, de-establishment, and re-establishment that may arise should Contract 1 not be completed in time to permit the planned testing activities. The Contractor shall, when access to the required water supply becomes available, return to the site and complete the outstanding testing works.

All costs associated with this risk, including demobilisation and remobilisation, shall be included in the Contractor's rates and prices, and no separate or additional claims arising from delays to Contract 1 in this regard will be entertained.

C3.2. ENGINEERING

C3.2.1 Design Services and Activity Matrix

Responsibilities for design and related documentation are as follows:

• Concept, feasibility and overall process	Employer
• Basic engineering and detail layouts to the tender stage	Employer
• Final design to approved construction stage	Employer
• Temporary works	Contractor
• Preparation of record drawings and GIS information	Contractor/Employer

C3.2.2 Employer's Design

The Employer's design encompasses the permanent Works described in C.3.1.3 and what is included on the drawings.

C3.2.3 Design Brief

The design of the permanent Works is the responsibility of the Employer's Agent.

The Contractor is responsible for the design of the temporary Works required for the construction and execution of the permanent Works.

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional Employer's Agent's design certificate.

C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent.

The Employer's Agent will, on the request of the Contractor, and in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate As-Built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be provided.

A marked-up set of Drawings shall be kept and updated by the Contractor on a day-to-day basis. This information shall be supplied to the Employer's Agent Representative on a regular basis.

All information in possession of the Contractor where required by the Employer's Agent and/or the Employer's Agent Representative to complete the As Built/Record Drawings, must be submitted to the Employer's Agent Representative before the Certificate of Completion may be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound under **Appendix G.** The Employer reserves the right to issue amended and/or additional Drawings during the Contract.

C3.2.5 Design Procedures

The Contractor is responsible for the design of all the temporary works required for the construction and execution of the Permanent Works. This includes, inter alia, temporary roads, access control, accommodation of traffic, formwork and falsework, shoring of trenches and excavations, dewatering, all health and safety measures, environmental management as well as temporary support systems, until the completion of the Contract.

C3.3. PROCUREMENT

C3.3.1 Preferential Procurement Procedures

All works to be completed in this contract shall be executed in accordance with the O.R. Tambo District Municipality's preferential procurement policies and procedures.

C3.3.2 Subcontracting

C3.3.3 Scope of Mandatory Subcontract Works

Where possible, work that can be subcontracted to EMEs and QSEs is identified and detailed in Part C1, Section C1.4 and in Part C1, Section C1.3, the requirements for the procurement and employment of local labour are specified. It is noted that the work identified in this document is not exhaustive, and it shall be required from the Contractor to ensure that a minimum of 30% of the Works (excluding specialist supply items, contingencies, CPA and provisional sums) is done by local EMEs and QSEs.

No work may be subcontracted to another party unless approval is given by the ORTDM in writing. The Contractor is to submit to the ORTDM in writing a request for appointment of a particular subcontractor. Accompanying this request should be the full detail of the sub-contractor, including:

- Previous experience.
- Work which will be subcontracted to him/her.
- Approximate value of the work to be subcontracted.

C3.3.4 Preferred Subcontractors/Suppliers

The Contractor will be required to liaise with the Employer, Employer's Agent and local community structures to finalise the list of local EMEs and QSEs to be employed as part of the project.

C3.3.4.1 Subcontracting Procedures

A formal tender process will be followed to appoint the Subcontractor, which will be facilitated by the Employer, Employer's Agent and Main Contractor.

All subcontractors appointed under **C3.3.2.1** above shall be:

- Registered with the CIDB
- Allocated work within the category and value limits designated by their CIDB grading
- Be in good standing with the Department of Labour
- Registered on the Central Supplier Database.

Proof of the above is to be provided to the Employer's Agent before appointment of the subcontractor.

C3.3.5 Attendance on subcontractors

The Contractor shall guide, assist, advise and mentor the local EME and QSE subcontractor/s and

provide guidance on how to establish and determine rates.

The Contractor shall be responsible for ensuring that the prospective local EME and QSE subcontractor/s fully comprehend the:

- Implications of the liabilities and responsibilities inherent in the contract into which the tenderer entered.
- Implications of the tendered rates.
- Scope and extent of the Works.
- Proper procedures for the submission of a tender.
- Procedures and basis on which tenders will be evaluated and awarded.

The Contractor shall closely manage, mentor, supervise, guide and assist the EEs in all aspects of management, planning, execution and the completion of work.

The above shall include inter alia, but is not limited to, the following:

(i) Planning and programming of the Works.
(ii) The sourcing, ordering, purchasing, hiring of all the necessary Construction Equipment, Materials, tools and incidentals necessary and required for the successful execution and completion of the Permanent as well as the Temporary Works.
(iii) Labour relations and employment.
(iv) Monthly measurements, costing and invoicing.
(v) General safety, occupational health and safety matters.
(vi) Functions of civil engineering infrastructure, structures, services and systems.
(vii) Interpreting and understanding the contract.
(viii) Construction and maintenance methods and procedures.
(ix) Communication.
(x) Cash-flow control, submitting invoices and payment certificates.
(xi) Planning, programming, scheduling, critical path control and acceleration.
(xii) Maintenance planning.
(xiii) Material procurement and control.
(xiv) Risk limitation and management.
(xv) Quality assurance and procedures.
(xvi) Compliances with all applicable laws, regulations, statutory provisions and agreements.
(xvii) General Conditions of Contract and Contract Data.
(xviii) Contractual claims, if situations arise that entitle a contractor to claims in terms of the Conditions of Contract.
(xix) Profit and loss.
(xx) Replacement and running costs of Construction Equipment.

The extent and level of management, mentorship, supervision, guidance and assistance to be provided by the Contractor shall be in commensuration with the expertise of the relevant EME and QSE and should be so directed as to enable the EME and QSE to achieve the successful execution and completion of the respective works.

C3.4. CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SANS 1200 Standardised Specifications

The SANS 1200 Standardised Specifications for civil engineering construction that are applicable are listed in C3.7.1.

C3.4.1.2 Particular Specifications

The Particular Specifications for work not covered by the SANS 1200 Standardised Specifications are listed in C3.7.2.

C3.4.1.4 Variations and Additions to the SANS 1200 Standardised Specifications

Variations and additions to the SANS 1200 Standardised Specifications listed in C3.7.1 are given in section C3.7.3.

C3.4.2 SITE ESTABLISHMENT

C3.4.2.1 Services and facilities provided by the Employer

(a) Water Sources

The Contractor shall make his own arrangements regarding the supply of water.

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2(b), and at his own expense, make all arrangements necessary for the supply and distribution of water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for testing and making all arrangements in connection therewith.

The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld. The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance.

The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations. All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall

comply with any further relevant specifications of the Contract.

The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever or for the additional costs incurred by the Contractor as a result of such shortage.

(b) Power/Electricity Supply

The Contractor shall make his own arrangements with the Electricity Department for a supply of electricity if required and shall pay establishment and consumption costs at the tariffs ruling at the time.

The Contractor shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment.

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Employer's Agent, produce proof of such compliance.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(c) Excrement Disposal/Sanitary Facilities

The Contractor shall, in complying with his obligations in terms of subclause C3.4.2.2(d), at his own cost, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, all to the satisfaction of the responsible health authorities in the area of the Site.

All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The Contractor shall further, as a minimum, supply and maintain chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use any other toilet facilities in and around the Site.

(d) Disposal Site

All material cleared on the site, rubble, spoil and refuse shall be disposed of at one of the municipal solid waste sites. Hazardous material shall only be disposed of at the waste site with Waste license issued by the Department of Environmental Affairs.

These are dedicated disposal sites and therefore no separate overhaul shall be paid. The Contractor shall pay all charges levied at the waste site and must make allowance in his rates to cover these charges, as no separate payment will be made in this regard.

(e) Area for Contractor's site establishment

The Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing an area suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Employer's Agent in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the Site of the Works, and its location shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

(f) Accommodation of employees

The Contractor shall make his own arrangements for the accommodation of his employees. Where field accommodation is required, the Contractor shall comply fully with the wishes of the various landowners, as in their agreement with the Employer, to the satisfaction of both landowner and Employer.

C3.4.2.2 Facilities provided by the Contractor

(a) Facilities for the Employer's Agent

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Employer's Agent's Representative (as applicable), the various facilities described in SANS 1200 AB as amended. All such facilities shall be provided promptly on the commencement of the Contract, and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored, as the case may be.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the procurement, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Employer's Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No latrines are available and therefore the Contractor shall supply portable chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use private or public toilet facilities.

The Contractor shall provide water and soap for his staff to be able to wash with at each site of the Works. The wastewater shall be disposed of off-site.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

C3.4.2.3 Site Usage and Security on the Site

The Contractor shall be responsible for controlling unauthorised entry to the site and shall inform the Employer's Agent of any breach of such rules. The site shall be managed and used for its intended purpose. The Contractor is required to keep a visitors' log and ensure full compliance with site safety standards.

The Contractor shall make provision for security on site against theft and robbery, as his sole responsibility. The cost for providing adequate security, as and when required, must be borne by the Contractor.

However, the access and possession of the Site shall not be exclusive to the Contractor. The Contractor will be required to interface with and accommodate other contractors appointed by the Employer for other components of the larger project included in separate construction contracts. The relevant payment items for costs associated with compliance with these requirements are included and described in the BOQ and SANS 1200A and its amendments.

C3.4.2.4 Permits and Wayleaves

The Contractor shall be responsible for obtaining all the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

Required wayleaves include, but are not limited to, those from Eskom (construction in proximity to existing overhead line), the Department of Public Works (construction in proximity to cattle dip structure) and various ORTDM and Mhlontlo LM departments (roads, water, electrical).

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

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

The general neatness and tidiness of the Site is to be maintained, and therefore the Contractor shall, on a day-to-day basis, keep the area of the Works in a condition acceptable to the Employer's Agent, the Employer's Health and Safety Agent and the Environmental Control Officer.

(b) Testing and Quality Control

(i) Contractor to engage the services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Employer's Agent in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Employer's Agent or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Employer's Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Employer's Agent

In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Employer's Agent shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Employer's Agent shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Employer's Agent, and copies of the test results shall be promptly submitted to the Employer's Agent.

(iii) Cost of Testing

a) Testing in terms of subclause C3.4.2.5(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(b)(i), above, shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

b) Additional tests required by the Employer's Agent

The costs of any additional tests required by the Employer's Agent in terms of subclause C3.4.2.5(b)(ii): Additional testing required by the Employer's Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Employer's Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Contractor-supplied equipment

The Contractor shall, when required to supply any testing, measuring and/or survey equipment for the Employer's Agent's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Employer's Agent's use on site.

Calibration or verification, by certified authorities, shall be subject to the Employer's Agent's approval prior to the delivery of any equipment to the Employer's Agent; and thereafter at intervals as prescribed for the relevant equipment, but not less than every twelve (12) months.

The calibration or verification certificate for each item of equipment shall be submitted to the Employer's Agent for approval prior to its use or within seven (7) days of subsequent recalibration/verification.

Unless otherwise provided for in the bill of quantities, the cost of providing the above-specified equipment shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities.

Failure to submit certificates shall result in payment for the equipment being withheld.

(d) Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

(e) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect, the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the afore-going, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(f) Access to public facilities

Where there are existing public facilities in the immediate vicinity of the site, the contractor must provide access and ensure that the facilities remain in operation. The Contractor will be responsible for the protection of these facilities against any damage caused by construction activity in the vicinity for the duration of the contract. The Contractor will also be responsible for erecting a sufficient barricade and all other temporary works and measures required to allow safe access by the public and livestock, using the preferred access route, for the entire duration of the project.

(g) Monthly statements and payment certificates

The Employer's Agent payment certificate template will be used as the only format for submission to the Employer.

The statement (measured quantities) to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4-size paper copies of the statement.

For the purposes of the Employer's Agent payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal working days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4-size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent payment certificate will be added to the times allowed to the Employer's Agent in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

The Contractor is further required to complete the monthly reporting template forms, refer to PSA 8.1.2.2 and **Appendix B,** at least 48 hours prior to each Site meeting. These reports shall also be submitted together with the Contractor's monthly payment certificates. Payment of the Contractor is conditional on this information being accurate and timeously provided.

The monthly statements accompanying the payment certificates shall include:

i. Contractor's Invoice;
ii. Interim Payment Certificate;
iii. Proof of Delivery and Invoices of all materials claimed as Materials on Site;
iv. Construction Progress Report, including:
    a. Detailed report on monthly and cumulative Contract Participation Goals achieved, as per Item C1.4 Item 4.2 Monthly Returns.
    b. Plant and Labour report, including all forms required by the Employer, attached as Appendix B and proof of job creation / signed labour returns;
    c. An "Information required" schedule indicating any information or drawings required.
    d. A report on any delays encountered or anticipated;

e. Programme update, complying with the requirements of Section C3.5.2; Updated cashflow vs Expenditure to date report, including all items as per C1.4 Item 4.2 Monthly Returns.

(i) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions, irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(j) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in their tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(j) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing and mix designs carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, mix designs, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to abnormal rainfall

a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

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

Where:

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

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

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

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

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

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

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

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm, but wet conditions prevented or disrupted work.

b) The rainfall records for Mthatha for the period 2000 to 2020 from the South African Weather Service (see **Appendix F**) are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract, be taken as normal and as the values to be substituted for Rn and Nn. The values of X and Y shall be 20 and 10, respectively.

c) The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

d) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken, shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading, and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Employer's Agent, the Employer's Agent shall be entitled to witness the reading of the gauge.

e) The Contractor's claims in terms of Clause 5.12 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Employer's Agent monthly; provided always that:

(i) the period allowed to the Contractor in terms of Clause 10 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and

(ii) the 28-day period allowed to the Employer's Agent in terms of Clause 10.1.2 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

f) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated using the formula above; provided always that:

(i) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

(ii) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Employer's Agent, shall not be taken into account in the calculation of the monthly "V" values;

(iii) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

(iv) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

g) The Employer's Agent shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

h) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 5.12 and Clause 10 of the Conditions of Contract.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the Employer

The Employer will not provide any plant or materials. The Contractor shall provide all plant and materials of whatever nature necessary to enable him to undertake the works as specified.

C3.4.3.2 Materials, Samples and Shop Drawings

Materials or work, that do not conform to the approved samples submitted in terms of Clause 7.4.1 (GCC 2015) of the Conditions of Contract will be rejected. The Employer's Agent reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such test conducted by or on behalf of the Employer's Agent, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

All construction plant and equipment used on this contract shall be in good working order, well-maintained, of adequate size and fit for purpose. No plant or equipment that leaks oil, fuel or hydraulic fluids may be used on site.

Equipment must be such that work can be executed in an efficient manner.

Any plant or equipment that, in the opinion of the Employer's Agent, is not of adequate size or fit for use shall be removed from the site and replaced with acceptable plant and equipment, all at the Contractor's cost.

All equipment must comply with the requirements as stipulated in the Environmental regulations and specifications and contained in the OHS Act.

C3.4.4.2 Equipment provided by the Employer

The Employer shall not provide any equipment.

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known Services

The Contractor shall familiarise himself with all existing services and liaise with all relevant authorities for the location and detection of existing services.

No guarantee can be given that all affected services are indicated on the drawings, or that, if they are shown, they are shown exactly in the correct location. Once located, the exact location, level and nature of the service shall be recorded and given to the Employer's Agent's Representative in writing.

The Contractor shall, subject to the provisions of PSA 5.4, expose all services by hand in advance of his trenching operation in order to reduce the risk of damage to existing services.

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service. (See also PSA 5.4).

C3.4.5.2 Treatment of existing services

The Contractor is to ensure that existing service supplies are not interrupted. All existing services have to remain operational, either through protection or re-routing. Temporary re-routing of existing services is allowed, with the approval of the owner of the service.

C3.4.5.3 Use of detection equipment for the location of underground services

The Contractor is to make use of the necessary detection equipment to determine the location of an existing service, before excavation commences, to expose the service.

C3.4.5.4 Damage to services

The Contractor shall take special care not to damage any existing services and shall comply with all the requirements of the relevant authorities during construction. The Contractor will be held solely responsible for the protection of all known services and for any claims for damages arising from damage to any such service. (See also PSA 5.4).

Damage that occurs to unknown services during construction will be paid by the Employer.

C3.4.5.5 Reinstatement of services and structures damaged during construction

The Contractor will be responsible for the repair and reinstatement of damaged services in compliance with the service owner's specifications.

C3.5. MANAGEMENT OF THE WORKS

C3.5.1 SPECIFICATIONS

The following Specifications are applicable:

(i) The SANS 1200 Standardised Specifications listed in C3.7.1;
(ii) The Particular Specifications given in C3.7.2; and
(iii) The Variations and Additions to the SANS 1200 Standardised Specifications given in C3.7. 3.

C3.5.2 PLANNING AND PROGRAMME

C3.5.2.1 General

The Contractor's Programme to be submitted in terms of Clause 5.6.1 of the Conditions of Contract shall take all matters that may impact the Contractor's sequence of executing the various components of the Works and the requisite rate of progress of the Works, as may be specified in or reasonably inferred from the Contract.

The Contract's scope of work with associated Contractual Period, which is defined in Clause 1.1.1.14 of C1.2 Contract Data.

C3.5.2.2 Requirements of Submitted Programme

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as the basis for this programme.

The Contractor shall indicate on the programme all critical path activities. In this regard, the Contractor's attention is drawn to Clause 5.12 of the General Conditions of Contract, where consideration will only be given to claims for extension of time associated with critical path activities.

The Contractor's planning, programme and method statements are to comply with the following:

a. The programme shall be prepared in bar (Gantt) chart form, using a project management software tool such as Microsoft Project, and shall be issued to the Engineer in both hard copy and electronic format.
b. The programme shall be structured to cover all items of work conceivable, including all work to be done by Sub-Contractors.
c. Clearly indicate start and end dates, the durations of all construction activities, all dependencies and shall clearly indicate the critical path.
d. The Contractor must plan and schedule his works and order of work to allow for the practical completion of the work as per the requirements of the Contract.
e. Take full cognisance of the Contractor's risks and obligations in terms of the Contract.
f. The programme must clearly show the intermediate milestone dates to be achieved, taking the indicative construction sequences into account.
g. Indicate key dates in respect of works to be carried out by others (e.g., Contract 3 as defined in Section C3.1).
h. Indicate key dates in respect of information to be provided by the Employer's Agent and/or others
i. Irrespective of any constraints, the Contractor shall be responsible for the construction management, timing and sequence of the works, to avoid the repair or reinstatement (or both) of completed works or damage to existing works.
j. Regular meetings must be held with the Engineer.

k. Method statements shall be prepared in accordance with the requirements of the project specifications.
l. The period of notice shall be a minimum of one working day whenever any material or work which is subject to inspection is to be covered up or concealed in any way, and the Contractor shall expose and later make good such material or work where such notice was not so provided.
m. Where the scope of work is not complete in all respects at the commencement of the contract, the Contractor and the Employer shall work together to identify the outstanding scope of work and agree upon reasonable dates for the Contractor to be furnished with such information.

In addition to the requirements of Clause 5.6.1 of the General Conditions of Contract 2015, the Contractor's programme shall show:

a. the various activities, related to a time scale, for each element of the Works, in sufficient detail to be able to assess construction progress,
b. critical path activities and their dependencies,
c. key dates in respect of work to be carried out by others, and
d. key dates in respect of information to be provided by the Engineer and/or others.

If any change to the critical path occurs, the Contractor shall, as soon as practicable, notify the Engineer in writing.

C3.5.2.3 General allowances

The following (but not limited to) programming information shall be incorporated into the Contractor's initial programme and all subsequently adjusted programmes. The Contractor's programme shall also take full account of the matters described in the sub-clauses hereunder. No additional payments will be made to the Contractor in respect of any additional costs that it may incur in consequence of arranging or adjusting its programme to accommodate the said matters, and the Contractor's various tendered rates and prices shall be deemed to be fully inclusive of such costs.

(a) Time related items, in respect of the following:
  (i) Time to submit documentation before commencing to carry out the Works – refer to Clause 5.3.1 C1.2 of Contract Data
  (ii) Construction Regulations, 2014 requirements:
    - Regulation 3, Construction work permit process period
    - Regulation 4, notification of construction works period
  (iii) Due Completion Date

(b) All special non-working days defined in the Contract Data.
(c) Contractor's annual shutdown period between December and January
(d) Meeting the requirements of the Environmental Management Plan
(e) The time needed for preparation and approval of the various mix designs specified in the relevant construction sections of the Scope of Works.
(f) Expected inclement weather conditions and their effects
(g) Known physical conditions or artificial obstructions
(h) Searching for, dealing with and carrying out alterations to the existing services
(i) The accommodation and safeguarding of public access and traffic
(j) The design, testing and approval of the concrete mixes
(k) The times allowed for "W", "X", and "YA" in Clause 1.1.1.14 in the Contract Data

C3.5.2.4 Review of progress

The Contractor shall review its progress each month and, if progress lag behind the latest approved programme by more than 2 weeks, shall submit a method statement of how it proposes to make up the lost time. If, in the opinion of the Engineer, such methods proposed will not make up the lost

time, the Engineer shall have the right to request the Contractor to reorganise his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

C3.5.2.5 Programme as a basis for claims

The Contractor's programme and method statement will not be accepted as the basis for claims for extension of time and/or additional compensation without due reference to all relevant associated factors, and without demonstrating that a delay to the critical path activities has occurred due to circumstances beyond his control.

C3.5.2.6 Additional Programming Information

There are various project-specific matters that the Contractor is required to make allowance for in his initial (and subsequently updated) programme:

a) Geotechnical Investigation

In his programme, the Contractor will be required to prioritise and complete as soon as possible the geotechnical investigation as per the Contract. The Contractor will be required to provide this information to the Employer as soon as possible to allow the Employer to confirm the design assumptions of the reservoir structure foundation prior to the start of any construction work.

b) Attendance to Other Contractors

The Contractor will be required to provide the required information to the Employer to allow for the successful integration and management of programme and construction interfaces between the various construction contracts listed in Section C3.1. It is anticipated that Contracts 1,,Contract 2 and Contract 3 will be implemented in parallel over a 36-month period.

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C3.5.3 QUALITY PLANS AND CONTROL

Refer to the various and applicable SANS specifications, the general health and safety specifications and the subsequent health and safety plan, the Conditions of Contract, as well as the various clauses within the Scope of Work.

The Contractor is to submit the Quality Management Plan for approval by the Employer’s Agent before commencing any work.

C3.5.4 ENVIRONMENTAL MANAGEMENT

The Contractor will be responsible for managing his activities so that damage to the environment is minimised, as per the approved Environmental Management Plan contained in **Appendix C**. A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance and provision of the Method Statement.

C3.5.5 FORMAT OF COMMUNICATIONS

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

(a) Site Communication and Request Book.
(b) Safety File containing all relevant safety data.
(c) Daily register of all labour, plant and equipment.
(d) Quality Control file containing all quality control/assurance forms and records.
(e) One full set of Contract Drawings and documents.
(f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and be accessible to the Employer's Agent at all times.

C3.6. HEALTH AND SAFETY

The Contractor will be responsible for managing his health and safety activities as per the approved Health and Safety Plan, as indicated in the Health and Safety Specification included in **Appendix D**. Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance.

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014, including COVID-19 requirements. Non-compliance with these regulations, in any way whatsoever, will be an adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)(b)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall, in terms of regulation 7(1)(a) provide a comprehensive Health and Safety Plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations, and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The Contractor is to ensure that sufficient screening and barricading of the site of works is done to prevent unauthorised public access. If screening/barricading will impact the movement of the public, the Contractor is to ensure that safe detour routes are allowed and clearly indicated.

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.3 BARRICADES AND LIGHTING

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.4 TRAFFIC CONTROL ON ROADS

The Contractor shall carry out, erect and maintain such temporary works and provide all temporary road signs, pipes, deviations, warning boards, barricades, signs, lighting and demarcations and the like, as are necessary to maintain and safeguard the normal flow of public and private vehicular and pedestrian traffic.

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014. The Contractor also needs to refer to the Health and Safety Specification included as **Appendix D** to this document for measures to be deployed on site.

C3.6.6 AIDS AWARENESS

The Contractor is required to refer to SANS 1921 – 6 as further amended below. Payment items have been included in the Schedule of Quantities to ensure compliance.

SANS 1921-6	
Variations	
Clause	**Specification Data**
1 e)	Appointment of an HIV / AIDS Awareness Champion.
4.1 f)	Appointing an HIV/ AIDS Awareness Champion within 14 days of site handover from amongst the workers (which could include the Community Liaison Officer). The champion should be able to speak, read and write English, speak and understand the local languages spoken by the Workers and shall be on site at all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and has the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner. The Awareness Champion shall be responsible for: • Liaising with the Service Provider to assist in organising awareness workshops; • Filling condom dispensers and monitoring condom distribution; • Handing out information booklets; • Placing and maintaining posters
4.1 g)	Provide information about the names of the closest service providers to be displayed on a poster of size not smaller than A2.
4.2.3 c)	Understand and communicate the purpose of voluntary HIV/AIDS testing and counselling.
4.2.3 d)	Recognise the importance of caring for people living with HIV/AIDS and be familiar with the various treatments available, including treatment of opportunistic infections.
4.2.3 e)	Understand and communicate the rights and responsibilities of those living with HIV/AIDS in the workplace and the importance of non-discrimination.
4.3.2	The HIV/AIDS Awareness Champion and the Employer's representative shall certify the report and schedule described in 4.3.1 whenever a claim for payment is issued to the Employer.
5	Sanctions In the event that the Contractor fails to satisfy the requirements of this specification, the Employer may apply sanctions which include the rejection of claims for payment as being incomplete or the withholding of completion certificates (interim or final).

C3.7. PROJECT SPECIFICATIONS

C3.7.1 APPLICABLE SANS 1200 STANDARDISED SPECIFICATIONS

The SANS 1200 Standardised Specifications for civil engineering construction are applicable to this Contract and shall be read in conjunction with any amendments to them. Any references to these specifications shall refer to them as amended (if applicable).

- SANS 1200 A : General
- SANS 1200 AB : Engineer's office
- SANS 1200 C : Site clearance
- SANS 1200 D : Earthworks
- SANS 1200 DB : Earthworks (pipe trenches)
- SANS 1200 DK : Gabions and pitching
- SANS 1200 DM : Earthworks (roads, subgrade)
- SANS 1200 G : Concrete (structural)
- SANS 1200 H : Structural steelwork
- SANS 1200 HB : Cladding and sheeting
- SANS 1200 HC : Corrosion protection of structural steelwork
- SANS 1200 L : Medium-pressure pipelines
- SANS 1200 LB : Bedding (pipes)
- SANS 1200 LC : Cable ducts
- SANS 1200 LD : Sewers
- SANS 1200 LE : Stormwater drainage
- SANS 1200 LF : Erf connection (water)
- SANS 1200 M : Roads (general)
- SANS 1200 ME : Subbase
- SANS 1200 MF : Base
- SANS 1200 MH : Asphalt base and surfacing
- SANS 1200 MJ : Segmented paving
- SANS 1200 MK : Kerbing and channelling
- SANS 1200 MM : Ancillary Roadworks

The contents of the SANS 1200 Specifications, the drawings and other specifications may indicate further applicable specifications which are not bound into the tender/contract documents.

Many of the SANS 1200 Specifications contain appendices, which in turn list and reference further applicable specifications, which are also not bound into the tender/contract documents.

All the above specifications shall apply to the Contract to the same extent as if each of these had been bound into the tender/contract documents.

Excerpt for references to the Bureau itself or to the (official) SABS mark, the term ‘SABS’ has been

changed to 'SANS', without change to the contents of the specifications.

The terms "Engineer", when referring to the Employer's appointee, and "Employer's Agent" shall be synonymous wherever they appear in the specifications.

The terms "Schedule of Quantities", "Bill of Quantities" and "Schedules of Rates and/or Prices" shall be synonymous wherever they appear in the specifications.

The terms "specification" and "specified" shall be taken to mean/include as specified in the Conditions of Contract, Scope of Work (if applicable), Employer's Requirements (if applicable), Specification (if applicable), Schedule of Quantities, or on the Drawings, and in any other document included in the Contract.

The phrase "in Portion 2 of the project specification" must be replaced with "elsewhere in the specification" wherever it appears in the specifications.

The term "project specification" shall generally be taken to mean any specification with the exception of the Standardised Specifications but includes any variations and additions to them.

The SANS 1200 Specifications are not bound into the tender/contract documents but are available at the Tenderer's/Contractor's expense from the South African Bureau of Standards in Pretoria, Private Bag X191, PRETORIA, 0001.

C3.7.2 PARTICULAR SPECIFICATIONS

In addition to the SANS 1200 Specifications listed above, the following specifications shall also apply to this Contract:

- Specification AW : Ancillary Works
- Specification GF : GRP Grid Flooring
- Specification GI : Geotechnical Investigation
- Specification PD : Building Work
- Specification RW : Dry Laid Concrete Block Retaining Wall
- Specification WA : Fencing
- SPE-CC-7003: Amendments_Sidwadweni
- Specification ZUT 7003; Laying and jointing of steel pipes v1.4_20121001
- SPE-JJ-0003: General Corrosion Protection
- SPE-JJ-0003: Amendments_Sidwadweni
- SPE-MM-7007 : Sluice Gates
- SPE-MM-7007: Amendments Sidwadweni
- SPE-MM-7015: Metal Seated Wedge Gate Valves
- SPE-MM-7015: Amendments Sidwadweni
- SPE-MM-7016: Resilient Seal Gate Valve
- SPE-MM-7016: Amendments Sidwadweni
- SPE-MM-7017: Single Door Check Valves

- SPE-MM-7017: Amendments Sidwadweni
- SPE-MM-7022: Air Valves
- SPE-MM-7022: Amendments Sidwadweni
-
- SPE-MP-7001 : Design and Manufacture of Medium-Pressure Steel Specials
- SPE-MP-7001: Amendments_Sidwadweni
- SPE-MP-7002: Manufacture of Medium Pressure Steel Pipes
- SPE-MP-7002: Amendments_Sidwadweni
- SPE-MP-7023: Pipe Couplings
- SPE-MP-7023: Amendments_Sidwadweni
- SPE-MP-7024: Pipework Anchors
- SPE-MP-7024: Amendments_Sidwadweni
-
- SPE-CC-7003 : Laying and Jointing of Medium Pressure Steel Pipes and Specials
- SPE-MM-7015 : Metal Seated Wedge Gate Valves
- SPE-MM-7016 : Resilient Seal Gate Valves
- SPE-MM-7017 : Single Door Check Valves
- SPE-MM-7022 : Air Valves
- SPE-EE-0020 : MV & LV Earthing.pdf
- ES01 : Earthing and Fibre Civil Works
- Sidwadweni Bulk Water Supply Scheme – CP and AC Mitigation Technical Specification for Tender Purposes – Contract 2
- Zutari-2212-AE-04 Environmental Management Programme: Proposed Sidwadweni Regional Bulk Water Supply Scheme **(Appendix C)**
- Project Health and Safety Specification in terms of CR 2014 dated 22 September 2025 **(Appendix D)**

C3.7.3 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDISED SPECIFICATIONS

Aside from general amendments already made to the Standard Specifications, the bulk of the amendments (and additions) to the Standard Specifications required for this particular Contract are included in this part of the specifications.

In certain clauses, the Standard Specifications allow for additional details to be provided and/or choices to be specified between alternative materials or methods of construction etc. to suit a particular contract. These additional details and choices are contained in these amendments, as are further amendments necessary for this particular Contract.

The Amendments to the Standard Specifications are included as stand-alone sections, each with a table of contents or index pages that reference the relevant Standard Specification being amended. Each amendment consists of sequentially numbered clauses and subclauses containing the heading and clause or subclause number (in brackets) of the relevant Standard Specification clause or subclause being amended.

Where new clauses and subclauses are being added to the Standard Specifications, they can generally be identified as a heading followed by the words “New Clause” with the new clause number (in brackets) or “New Subclause” with the new subclause number (in brackets). The contents of this new clause or new subclause will follow.

Any general amendments to the Standard Specifications shall also apply to their specific amendments.

Part C4: SITE INFORMATION

C4.1 GEOTECHNICAL INFORMATION

Refer to **Appendix E** for the geotechnical investigation previously performed.

In addition, as part of this scope of Works, the Contractor will be required to perform an additional investigation (rotary core drilling) at the proposed position of the reservoir to confirm the founding conditions and verify the Employer's design.

C4.2 RAINFALL DATA

Mthatha Rainfall Data between 2000 and 2020 was used for this project. For rainfall data, see **Appendix F**.

Part C5: LIST OF TENDER DRAWINGS

Refer **Appe**ndix G for the following tender drawings:

Drawing Number	Drawing Name
503081-PIPE-DRG-CC-2000	High-lift Rising Main Overall Layout
503081-PIPE-DRG-CC-2001	Key Plan to Long-section Drawings
503081-PIPE-DRG-CC-2003	Rising Main Plan and Longitudinal Section Sheet 2 of 13
503081-PIPE-DRG-CC-2004	Rising Main Plan and Longitudinal Section Sheet 3 of 13
503081-PIPE-DRG-CC-2005	Rising Main Plan and Longitudinal Section Sheet 4 of 13
503081-PIPE-DRG-CC-2006	Rising Main Plan and Longitudinal Section Sheet 5 of 13
503081-PIPE-DRG-CC-2007	Rising Main Plan and Longitudinal Section Sheet 6 of 13
503081-PIPE-DRG-CC-2008	Rising Main Plan and Longitudinal Section Sheet 7 of 13
503081-PIPE-DRG-CC-2009	Rising Main Plan and Longitudinal Section Sheet 8 of 13
503081-PIPE-DRG-CC-2010	Rising Main Plan and Longitudinal Section Sheet 9 of 13
503081-PIPE-DRG-CC-2011	Rising Main Plan and Longitudinal Section Sheet 10 of 13
503081-PIPE-DRG-CC-2012	Rising Main Plan and Longitudinal Section Sheet 11 of 13
503081-PIPE-DRG-CC-2013	Rising Main Plan and Longitudinal Section Sheet 12 of 13
503081-PIPE-DRG-CC-2014	Rising Main Plan and Longitudinal Section Sheet 13 of 13
503081-PIPE-DRG-CC-2016	Coordinate Projection and Set-out Data
503081-PIPE-DRG-CC-2020	Air Valve Chamber: Layout and Sections
503081-PIPE-DRG-CC-2022	Scour Valve Chamber: Layout and Sections
503081-PIPE-DRG-CC-2023	Scour Valve Detail - Type 2
503081-PIPE-DRG-CC-2024	Non-Return Valve Chamber (Sheet 01 of 02)
503081-PIPE-DRG-CC-2025	Non-Return Valve Chamber (Sheet 02 of 02)
503081-PIPE-DRG-CC-2030	Typical Pipe Trench, Bedding and Backfill Details
503081-PIPE-DRG-CC-2031	Typical Water Course / Donga Crossing and Protection Details
503081-PIPE-DRG-CC-2032	Pipe Marker Post Details

503081-PIPE-DRG-CC-2033	Road Crossing, Concrete Pipe Sleeve Details
503081-PIPE-DRG-CC-2034	Pipe Erosion Protection Details
503081-PIPE-DRG-CC-2035	Thrust and Anchor Block Details
503081-PIPE-DRG-CC-2036	General Chamber Details
503081-PIPE-DRG-CC-2037	Standard Detail Pipe Support
503081-PIPE-DRG-CC-2038	Standard Detail Access Manhole Cover and Frame Sheet 1 of 2
503081-PIPE-DRG-CC-2039	Standard Detail Access Manhole Cover and Frame Sheet 2 of 2
503081-PIPE-DRG-CC-2040	Standard Detail - Access Ladder Details
503081-PIPE-DRG-CC-2042	Standard Detail - Inlet and Outlet Ventilators Sheet 1 of 2
503081-PIPE-DRG-CC-2043	Standard Detail - Inlet and Outlet Ventilators Sheet 2 of 2
503081-PIPE-DRG-CC-2044	Small Headwall Drainage Outlet Structure Detail
503081-PIPE-DRG-CC-2045	Standard Detail Pipeline Reinforcement
503081-PIPE-DRG-EE-2100	Typical Fibre Optic Manhole Installation
503081-RES1-DRG-EE-3513	Nduku Reservoir Booster Pump Station Earthing Layout
503081-RES1-DRG-CC-3000	Platform Layout
503081-RES1-DRG-CC-3001	Water And Stormwater Layout
503081-RES1-DRG-CC-3012	Inlet And Outlet Chamber
503081-RES1-DRG-CC-3013	Scour Overflow Chamber
503081-RES1-DRG-CC-3014	Reservoir Floor and Roof Layout and Section
503081-RES1-DRG-CC-3015	Reservoir Details
503081-RES1-DRG-CC-3016	Fence Typical Details
503081-RES1-DRG-CC-3500	Nduku Res Pumpstation Elevations
503081-RES1-DRG-CC-3501	Nduku Res Pumpstation Layout and Schematic
503081-RES1-DRG-CC-3502	Nduku Res Pumpstation Cross Section and Details

503081-RES1-DRG-CC-3503	Nduku Res Pumpstation Surface Bed and Roof
503081-RES1-DRG-CC-3504	Nduku Res Pumpstation Reinforcement
503081-ROAD-DRG-CC-5003	Road 3 Plan and Longsection
503081-ROAD-DRG-CC-5004	Road 3 Plan and Cross Sections
503081-ROAD-DRG-CC-5005	Stormwater Plan and Longsections
503081-ROAD-DRG-CC-5400	Typical Stormwater Details_1 of 2
503081-ROAD-DRG-CC-5401	Typical Stormwater Details_2 of 2
503081-ROAD-DRG-CC-5402	Typical Road Details

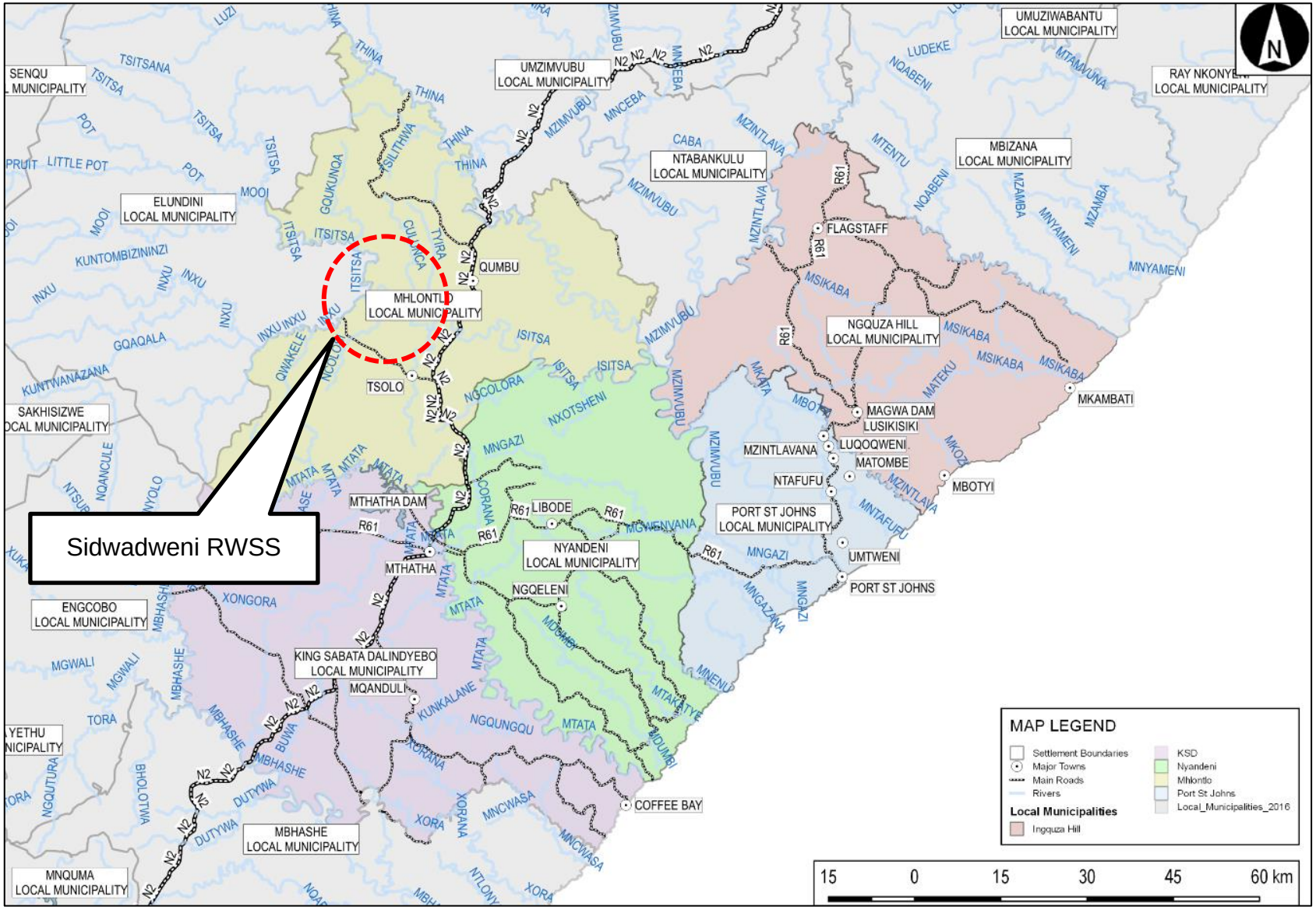
APPENDIX A: LOCALITY PLAN

A locality plan for the Sidwadweni Regional Water Supply Scheme is provided on the page that follows.

Also refer to tender drawing: 503081-GENR-DRG-CC-0020 Rev T0, which illustrates all infrastructure proposed as part of the augmentation of the bulk water supply to the Sidwadweni Regional Water Supply Scheme, noting that only the following components are proposed to be constructed as part of this contract, "Contract 2":

The following infrastructure will be constructed in Contract 2:

- Construction of approximately 5829m of rising main steel pipeline from chainage 580 to Nduku Command Reservoir.
- Construction of about 0.28km of access road to Nduku reservoir.
- Construction on 6Mℓ Nduku Command reservoir.
- Construction of the Nduku Booster Pumpstation building
- Construction of the Gravity main pipeline to connect Nduku to the existing water scheme.

- 
Sidwadweni RWSS
UMZIMVUBU LOCAL MUNICIPALITY
NTABANKULU LOCAL MUNICIPALITY
MBIZANA LOCAL MUNICIPALITY
UMUZIWABANTU LOCAL MUNICIPALITY
RAY NKONYENI LOCAL MUNICIPALITY
SENQU LOCAL MUNICIPALITY
ELUNDINI LOCAL MUNICIPALITY
MHLONTLO LOCAL MUNICIPALITY
NGQUZA HILL LOCAL MUNICIPALITY
SAKHISIZWE LOCAL MUNICIPALITY
ENGCOBO LOCAL MUNICIPALITY
KING SABATA DALINDYEBO LOCAL MUNICIPALITY
NYANDENI LOCAL MUNICIPALITY
PORT ST JOHNS LOCAL MUNICIPALITY
MBHASHE LOCAL MUNICIPALITY
MNQUMA LOCAL MUNICIPALITY
QUMBU
TSOLO
FLAGSTAFF
MAGWA DAM
LUSIKISIKI
MZINTLAVANA
LUQOQWENI
MATOMBE
NTAFUFU
MBOTYI
MKAMBATI
MTHATHA DAM
MTHATHA
LIBODE
NGQELENI
UMTWENI
PORT ST JOHNS
MQANDULI
COFFEE BAY
MAP LEGEND
Settlement Boundaries
Major Towns
Main Roads
Rivers
Local Municipalities
Ingquza Hill
KSD
Nyandeni
Mhlontlo
Port St Johns
Local_Municipalities_2016
15 0 15 30 45 60 km
N

APPENDIX B: MONTHLY REPORTING TEMPLATES

LABOUR MONTHLY SUMMARY SHEET

Name of Contractor
Project Name
Project Number
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code
1											0		
2											0		
3											0		
4											0		
5											0		
6											0		
7											0		
8											0		
9											0		
10											0		
11											0		
12											0		
13											0		
14											0		
15											0		
16											0		
17											0		
18											0		
19													
20											0		
											0		
20	Totals for month								0	0	0		

Signature Consultant

PAYMENT REGISTER

Contractor Name
Period
Project Number
Month:

Name and surname	ID Number	Contact no	Number of Workdays	Task Rate	Payment Due	Signature for Payment Received	Comments

Signature of CLO

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of monies

O.R. TAMBO DISTRICT MUNICIPALITY
CONTRACT NO.: MIS 479 793 B
SIDWADWENI REGIONAL WATER SUPPLY SCHEME PHASE 5B – CONSTRUCTION OF RISING MAIN PIPELINE AND NDUKU COMMAND RESERVOIR - CONTRACT 2

DAILY SITE ATTENDANCE REGISTER

Name of Contractor
Project Name

Project Number
Month:

1 = At Work A = Absent L = Leave SC = Site Closed
SL = Sick Leave P = Public Holiday 2 = Training

Validation: Cannot be more than 23 days per person per month.

	Surname	Initials	ID Number	Birth Date	Rate per day (R)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	**Total Work days**	**Total Training Days**	**Total work days & training days**
1																																					0	0	0
2																																					0	0	0
3																																					0	0	0
4																																					0	0	0
5																																					0	0	0
6																																					0	0	0
7																																					0	0	0
8																																					0	0	0
9																																					0	0	0
10																																					0	0	0
11																																					0	0	0
12																																					0	0	0
13																																					0	0	0
14																																					0	0	0
15																																					0	0	0
16																																					0	0	0
17																																					0	0	0
18																																					0	0	0
19																																					0	0	0
20																																					0	0	0
20	**TOTALS**																															**TOTALS**					0	0	0

Signature of CLO

Week 1 -2: Signature of Contractor Organisation

Week 3-4: Signature of Contractor Organisation

Week 1: Signature of Contractor

Week 2: Signature of Contractor

Week 3: Signature of Contractor

Week 4: Signature of Contractor

Validation:		
	Total work days	0
	Total training days	0
	Total work days + training days	0
	Variance	0
	Variance must be 0	

BENEFICIARY LIST

Name of Contractor
Project Name
Project Number
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Signature of CLO

5. Actual EMPLOYMENT GENERATION

5.1. Actual Number of persons employed

Occupational Category			Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi-skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
- Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
- Must include all occupational categories (Clerical, Labourer, Managerial, Semi-skilled, Skilled and Supervisor).

5.2. Average daily wage per category
Please note that the totals are calculated averages for the number of records submitted per category.

Occupational Category	Category Average	Adult		Youth		Disabled	
		Women	Men	Female	Male	Female	Male
		Daily wage	Daily wage	Daily wage	Daily wage	Daily wage	Daily wage
Clerical							
Labourer							
Managerial							
Semi-skilled							
Skilled							
Supervisor							
Average of the Daily Wage							

6. TRAINING ACTIVITIES

6.1 Non-Accredited Training

Training Type	Totals		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons Trained	Training days	Persons	Days	Persons	Days	Persons	Days	Persons	Days	Persons	Days	Persons	Days
Administration														
Technical														
Lifeskills/ ISD														
Literacy & Numeracy														
Vocational Skills														
Business Skills														
Total Training														

6.2 Accredited Training

Training Type	Totals		Adult				Youth				Disabled			
			Women		Men		Female		Male		Female		Male	
	Persons Trained	Training days	Persons	Days	Persons	Days	Persons	Days	Persons	Days	Persons	Days	Persons	Days
Administration														
Technical														
Lifeskills/ ISD														
Literacy & Numeracy														
Vocational Skills														
Business Skills														
Total Training														

6.3 Categories of Accreditation

Training Type	If Accredited		
	NSB Number	NQF Level	ETQA/ CETA
Administration			
Technical			
Lifeskills / ISD			
Literacy &Numeracy			
Vocational Skills			
Business Skills			
Total Training			

Note:
NQF Level of Training
Level 1 – General Education and Training
Level 2,3,4 - Further Education and Training
Level 5 - Higher Education and Training

NSB Number:
NSB 01: Agriculture and Nature Conservation
NSB 02: Culture and Arts
NSB 03: Business, Commerce and Management Studies
NSB 04: Communication Studies and Language
NSB 05: Education, Training and Development
NSB 06: Manufacturing, Employer's Agenting and Technology
NSB 07: Human and Social Studies
NSB 08: Law, Military Science and Security
NSB 09: Health Science and Social Services
NSB 10: Physical, Mathematical, Computer and Life Sciences
NSB 11: Services
NSB 12: Physical Planning and Construction

7. SMME'S USED SINCE THE START OF THE PROJECT:

Please remember to include all the SMME's that worked on the project since it started. Then add all the person days and all the funds paid to each SMME since the start of the project, and only record the latest total in the table.
For example, if a SMME completed all their work during the first reporting period, the name and details of that SMME must be added to every subsequent report.

SMME	Information about the SMME. (If it is a subsidiary: provide information for whole group and not for the SMME only)		Information about the work on the PROJECT			
Name of SMME	No. of permanent employees	Turnover previous 12 months	Total no. of person days to date	Amount paid to SMME to date. (Total)	Person days locally sourced: 0-25% 26-50% 51-75% 75-100%	Total value of work: SMME Involvement

8. BEE ORGANISATIONS USED SINCE THE START OF THE PROJECT:

Note that Black Economic Empowerment (BEE) Organisations are referred to in the table below as Affirmable Business Enterprises (ABE's).

The definition of an ABE is as per the Department of Public Works definition: ***A sole trader, partnership or legal entity which adheres to statutory labour practises, is registered with South African revenue Services and is a continuing and independent enterprise for profit, providing a commercially useful function and for which at least two thirds (67%) is owned by one or more PDI's and whose management and daily business operations are in control of one or more PDI's who effectively own it, and provided that the annual average turnover excluding VAT, does not exceed the maximum values given for each respective ABE category.***

Please remember to include all the ABE's that worked on the project since it started. Then add all the person days and all the funds paid to each ABE since the start of the project, and only record the latest

ABE	Information about the ABE. (If it is a subsidiary, provide information for the whole group and not for the ABE only)		Information about the work on the PROJECT			
Name of ABE	No. of permanent employees	Turnover previous 12 months	Total no. of person days to date	Amount paid to ABE to date. (Total)	Person days locally sourced: 0-25% 26-50% 51-75% 75-100%	Total value of work: SMME Involvement

APPENDIX C: ENVIRONMENTAL SPECIFICATIONS

APPENDIX D: OHS SPECIFICATION AND BASELINE RISK ASSESSMENT

APPENDIX E: GEOTECHNICAL REPORT

APPENDIX F: RAINFALL DATA

APPENDIX G: BOOK OF DRAWINGS