



NDLAMBE LOCAL MUNICIPALITY
WSIG
(WATER SERVICES INFRASTRUCTURE GRANT)

CONTRACT No. 129/2020 (WSIG2020-005)

FOR

**INSTALLATION AND REPLACEMENT OF ZONAL WATER METERS,
ZONAL VALVES AND PRESSURE REGULATING VALVES IN NDLAMBE
LM**

<i>NAME OF TENDERER:</i>	
<i>TENDER AMOUNT:</i>	
<i>CLOSING DATE: 28 August 2020</i>	<i>CLOSING TIME: 12H00</i>

AUGUST 2020

Issued by:

NDLAMBE LOCAL Municipality
PO Box 13
PORT ALFRED
6170
Tel: +27 (0) 46 604 5500

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY PAGE FOR TENDER OPENING PURPOSES

TENDER OFFER FOR **THE INSTALLATION AND REPLACEMENT OF ZONAL WATER METERS,** **ZONAL VALVES AND PRESSURE REGULATING VALVES IN NDLAMBE**

A Tender for Category 1 CE PE or higher CIDB Registered Contractors

Name of Tenderer : _____

Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

Receipt number : _____

CIDB Registration Number : _____

TOTAL PRICE OFFERED, INCLUSIVE OF 15% VALUE ADDED TAX, FOR THE INSTALLATION AND REPLACEMENT OF ZONAL WATER METERS, ZONAL VALVES AND PRESSURE REGULATING VALVES IN NDLAMBE

R
(Amount brought forward from the Form of Offer and Acceptance) *

AMOUNT IN WORDS:
.....

Signed by authorised representative of the Tenderer:

DATE.....

*Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Tender Part T1: Tendering procedures

Summary Page

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Contractor

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Witness 2

RESPONSIVENESS CHECK – LIST (to be completed by the bidder)

MANDATORY REQUIREMENTS

SUBMITTED

ITEM NO.	DESCRIPTION	YES	NO	SCM OFFICE CONFIRMATION
(1)	Valid SARS Tax Compliance Report Issued with a Pin			
(2)	Minimum required 1 CE PE or higher CIDB Grading;			
(3)	Attendance register to the Briefing Meeting;			
(4)	Authority to sign the documents;			
(5)	Completed and signed Form of Offer;			
(6)	Completed and signed Declaration of Interest Register (MBD4;6.1;8 &9)			
(7)	Signed Record of Addendum			
(8)	Billing clearance / lease agreement signed by both parties the lessor and the lessee, if expired extension of the lease must be attached or statement of municipal accounts not more than 3 months old and not more than 3 months in arrears must be attached, if arrangement is made, proof to be attached and be returned with the Tender documents failure to submit will result in disqualification.			

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RESPONSIVENESS CHECK LIST – ADDITIONAL INFORMATION REQUIRED

ITEM NO.	DESCRIPTION	YES	NO	SCM OFFICE CONFIRMATION
(1)	Key personnel with relevant experience to execute the works;			
(2)	The main JV partner to carry out the highest percentage of the work to have the relevant CIDB grading for that category of works and to lead Contract;			
(3)	Signed Letter of Intent to enter into Joint Venture, Consortium or to Sub Contract;			
(4)	Pre-qualification of committal guarantees from “reputable” banker (letter to be committal without preconditions);			
(5)	Bank rating of the main Contractor or lead partner in the JV;			
(6)	Access/ownership (availability) of plant & equipment (In case of hiring key plant, letter conforming the willingness of the hirer to hire equipment to the bidder);			
(7)	Supporting documents on project imperatives: (i) Plans for promoting and managing safety, health and environmental issues during execution of the project; (ii) Plans for monitoring and applying quality assurance principles in the execution of the project;			

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RESPONSIVENESS CHECK - ADDITIONAL INFORMATION REQUIRED – (CONTINUED)

ITEM NO.	DESCRIPTION	YES	NO	SCM OFFICE CONFIRMATION
(8)	Not appearing on National Treasury's Database of blacklisted entities;			
(9)	Proposed methodology covering and demonstrating coherence of the: (i) Work organization programme, (ii) Resource plan, and (iii) Methodology for executing the works.			
(10)	Record of previous projects of similar nature and details of contact persons;			
(11)	Complete Bill of Quantities filled in clearly legible and permanent ink; (NOT TYPED)			

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LIST OF CONTRACT DOCUMENTS

VOLUME 1 : PROJECT TENDER DOCUMENT

The Project Tender Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, performance security-demand guarantee, and all addenda issued during the period of Tender will also form part of this volume once a successful Tenderer has been appointed.

VOLUME 2 : GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION 2015)

** See note below*

VOLUME 3 : THE SOUTH AFRICAN NATIONAL STANDARDS 1200 SERIES

** See note below*

Note: Tenderers can obtain Volumes 2 and 3 at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685. Tel No. (011) 805 5947, Fax (011) 805 5971, email: civilinfo@saice.org.za

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PORTION 2: CONTRACT

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PORTION 1: TENDER


PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Contractor

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Witness 1

Witness 2

T1.1 TENDER NOTICE AND INVITATION TO TENDER



NDLAMBE LOCAL MUNICIPALITY

TENDER NOTICE & INVITATION TO TENDER FOR PRINCIPAL CONTRACTORS PROJECT NAME: INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE

Tenders are hereby invited from suitably qualified contractors for the construction of the following:

Pump Stations	Project Description	Ward	No. of service providers	Tender No.	CIDB Grading
Alexandria	The proposed works for this project in general, involves; INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES in and around the areas of Ndlambe Municipality	1 & 2	1	129/2020 (WSIG20 20-005)	Grade 1 CEPE or higher
Bushmans River Mouth	The proposed works for this project in general, involves; INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES in and around the areas of Ndlambe Municipality	3	1		
Kenton on Sea	The proposed works for this project in general, involves; INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES in and around the areas of Ndlambe Municipality	4	1		
Port Alfred	The proposed works for this project in general, involves; INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES in and around the areas of Ndlambe Municipality	6, 7, 8, 9 & 10	1		

Only Tenderers with a Construction Industry Development Board (CIDB) minimum grading as indicated above will be eligible to tender.

Tender documents may be collected from **Ndlambe Supply Chain Offices**, 44 Campbell Street, Port Alfred, 6170, from **13 August 2020 until Thursday, 27 August 2020** (Office hours 08h00 until 16h00). A non-refundable cash deposit of **R222.60** for each document is required **OR** can be downloaded from the Municipal website at **NOT CHARGE**. Bid Documents will only be issued on a receipt obtained from the cashier's office at Ndlambe Local Municipality. A copy of payment receipt is to be attached on the document.

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Due to Covid-19 **NON COMPULSORY briefing session** will be held through the zoom meeting and bidders who wish to attend the tender briefing should indicate via email at wsigprojects@ndlambe.gov.za and the municipality will forward them the ID for the virtual meeting.

Details of the meeting are:

- Venue: Join Zoom Meeting
- Date: Tuesday, 18 August 2020
- Time: 14:h00

Completed tender documents in sealed envelopes clearly written on the outside” **“Tender No: 129/2020 (WSIG2020-005: INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE)** must be placed in the tender box at Supply Chain offices at No. 44 Campbell Street, Port Alfred by **no later than 12:00 on 28 August 2020**. Bid opening register will be forwarded to all bidders on the same day and the opening meeting will be done through zoom virtual meeting. Interested bidders who would like to witness the tender opening should indicate via email to the following email; wsigprojects@ndlambe.gov.za and the municipality will forward them an ID address for the virtual meeting.

BIDS WILL BE EVALUATED ON THE BASIS OF RESPONSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND B-BBEE STATUS CONTRIBUTOR AT 80/20 POINTS BASIS AS INDICATED FROM THE TABLE BELOW. PREFERENTIAL POINTS ARE ALLOCATED/ AWARDED IN ACCORDANCE TO PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000 (PPPFA) AND THE PPPFA REGULATIONS OF 2017

Functionality: 100 points, Minimum qualifying points will be 70 for further evaluation.

Functionality points allocation

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Functionality	100
• Methodology and Programme	20
• Expertise	40
• Company Experience	40
STAGE 2 OF EVALUATION – PRICE & B-BBEE	
B-BBEE	20
Price	80
TOTAL	100

PROSPECTIVE BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and In terms of Preferential Procurement Policy Framework Act and Regulations of 2017 and will be based on the 80/20 points system.
- Prices must be valid for at least ninety (90) days from the closing date (**confirmation hereof to be stated on quotation**).
- Prices quoted must be firm and must be inclusive of VAT.
- Ndlambe Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Late submitted, unmarked, faxed, falsified or e-mailed offers will not be considered and will be disqualified, whilst the lowest or only quotation will not necessarily be accepted.

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- An original tax clearance certificate issued by SARS must accompany all quotations OR a tax reference number and PIN or TCC number must be provided.
- The following forms are required to be completed and submitted together with the bid: **MBD4, MBD9, MBD 8** and, should the bidder wish to claim for preferential points in terms of the Preferential Procurement Regulations, 2017, form **MBD6.1** as well as a **certified copy** of the proof of B-BBEE status level contributor (Certificate or Affidavit).
- In case of a Joint Venture, a memorandum of agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Successful Bidders to submit a letter of Good Standing from the Compensation Commission upon receipt of the letter of intent to appoint.
- **Bidders will only be awarded for one Pump Station.**
- A CIDB grade of 1CEPE or higher must be submitted.
- Bidders must submit Company Registration Certificate and Company Profile.
- Latest Municipal Billing Clearance Certificate, which covers, if applicable, both the company and its directors, must accompany all bids.
- Evidence of registration of company on the Central Supplier Database must be provided (CSD "MAAA" number).
- Failure to complete **ALL** the supplementary information will result in bidder being deemed non-responsive.

Enquiries relating to bid documents may be referred to Mrs N. Vithi Masiza on Tel: 046 604 5500 / Fax: 046 624 2669 or send an email to: **wsigprojects@ndlambe.gov.za**

NOTICE NUMBER: 129/2020 (WSIG2020-005)

ADV R DUMEZWENI

**13/08/2020
MANAGER**

MUNICIPAL

Municipal Website, Notice Boards, and Talk of the Town

Contractor

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Witness 2

Employer

Witness 1

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T1.2 TENDER DATA

The conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No. 38960 of 10 July 2015, bound into Section T1.3

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

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.1.1	Actions	The Employer is: NDLAMBE MUNICIPALITY The term "bid" in the context of this standard is synonymous with term "Tender".
F.1.2	Tender documents	<u>Volume 1</u> : Tender Document: This document in which the following sections are bound: Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work and Site Information. <u>Volume 2</u> : GCC 2015 3 rd Edition <u>Volume 3</u> : The SANS/ SABS 1200 SERIES
F.1.3	Interpretation	
Add the following new clause: "F.1.3.3(g)"		The Tender documents have been drafted in English. The Contract arising from the invitation of Tender shall be interpreted and construed in English."
F.1.4	Communication	The Employer's representative is: Ndlambe Municipality Po Box 13 Port Alfred 6017 Tel: (046) 604 5500 E-mail: wsigprojects@ndlambe.gov.za

Contractor

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Witness 2

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.2.1	Eligibility	<ol style="list-style-type: none"> Only those Tenderers who are registered with the CIDB, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum Tendered for a 1 CE PE or Higher Class of construction work, are eligible to submit Tenders. If applicable Joint ventures are eligible to submit Tenders provided that: <ol style="list-style-type: none"> Every member of a joint venture is registered with the CIDB; The lead partner has a Contractor grading designation in the 2 CE PE class or higher of construction work. The combined Contractor grading designation calculated in accordance with the CIDB is equal to or higher than a Contractor designation determined in accordance with the sum Tendered for a 1 CE PE class of construction work, is eligible to submit Tenders.
F.2.2	Cost of Tendering	<p>Add the following to the clause:</p> <p>"Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent."</p>
F.2.3	Reference documents	<ul style="list-style-type: none"> The document "General Conditions of Contract for Construction Works, 3rd Edition, (GCC 2015)" The SANS/ SABS 1200 SERIES The document "Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014)" <p>Tenderers, Contractors and Sub Contractors shall obtain their own copies of these documents for Tendering purposes and for use for the duration of the Contract.</p>
F.2.4	Site visit and clarification meeting	Due to Covid-19, NO COMPULSORY Briefing session will be held. For any further clarity, all communications should be in writing and clarity will be forwarded to all bidders.
F.2.5	Insurance	<p>Add the following to the clause:</p> <p>"Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that he/she will provide his/her own insurance for this Contract."</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Reference to relevant clauses in Standard Conditions of Tender		Addition or Variation to Standard Condition of Tender
F.2.11	Alterations to documents	<p>Add the following to the clause:</p> <p>“In the event of errors having been made on the price schedule it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>The Ndlambe Municipality will reject the bid if corrections are not made in accordance with the above.</p> <p>Tampering with or taking the documents apart is strictly prohibited. All additional documentation must be stapled into the Tender document or attached in a separate file.”</p>
F.2.12	Alternatives	No alternatives will be permitted.

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F.2.13	Submitting a Tender Offer	
F.2.13.2		Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
F.2.13.3		Parts of each Tender Offer communicated on paper shall be submitted as an original plus zero copies.
F.2.13.4		<p>Add the following to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the Tender offer where required in terms of 2.13.3</p> <p>In the case of a ONE-PERSON CONCERN submitting a Tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a Tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a Tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a Tender, <u>all the partners shall</u> sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a Tender, include a <u>resolution</u> of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p>Accept that failure to submit proof of authorization to sign the Form of Offer shall result in a Tender Offer being regarded as non-responsive.</p>
F.2.13.5		<p>The Employer's address for delivery of Tender offers:</p> <p>NDLAMBE MUNICIPALITY Civic Centre Causeway, PORT ALFRED 6170</p> <p>(The Tender box is open 24 hours 7 days a week)</p>
F.2.13.6		A TWO-ENVELOPE PROCEDURE WILL NOT BE FOLLOWED.

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F.2.14	Information and Data to be completed in all respects	<p>Add the following to the clause:</p> <p>“Accept that the Employer shall in the evaluation of Tenders take due account of the Tenderers’ past performance in executing for similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the 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 furnish details in Section T2.2.”</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F.2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Tenderer.”</p>
F.2.15	Closing time	The closing time for submission of Tender offers is: 12h00.
F.2.16 F.2.16.1	Tender Offer validity	<p>The Tender Offer validity period is 90 days.</p> <p>Add the following to the clause:</p> <p>“If the Tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
F.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.23	Certificates	<p>The following certificates / information must be provided with the Tender offer:</p> <ul style="list-style-type: none"> a) Copy of Founding Statement (if Tenderer is a Closed Corporation), e.g. CK1, or CK2. b) Joint Venture Agreement (if Tenderer is intending to form a Joint Venture), c) Copy of Identity Document (if Tenderer is a One-man concern), d) Copy of Deed of Trust (If a trust is involved). e) CIDB grading certificate f) Qualifications of appointees/ key personnel

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Add the following new clause: "F.2.24"	Canvassing and obtaining of additional information by Tenderers	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Tender, after the opening of the Tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Tenders."
Add the following new clause: "2.25"	Awards to close family members of persons in the service of the state	In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the Tender of persons in service of state in Section T2.2.4 must be completed."
Add the following new clause: "F.2.26"	Tax	"Submission of an Valid Tax Status Compliance report with Pin Issued is compulsory." "Bidders should note, that in accordance with legislation, no Contract may be awarded to a/a person/entity who has failed to submit a SARS tax Compliance status report with Pin Issued where tax matters can be verified, certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS." In Bids where Consortia/ Joint Venture/ Sub Contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate and SARS tax status Compliance report with Pin Issued .
F.3.4	Opening of Tender submissions	The <u>closing date and time</u> for receipt of Tenders is 28th August 2020 at 12h00 . Tenders must be submitted in the Tender box situated on the first floor at: NDLAMBE MUNICIPALITY, Supply Chain Management Unit Office No.8, First Floor, 47 Campbell Street, Port Alfred, 6170 <i>Only Tenders submitted to this Tender box will be opened and considered.</i>
F.3.11	Evaluation of Tenders	The Tender evaluation method to evaluate all responsive Tender offers will be Method 2 .

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F.3.11.1	General	<p>Apply the 80/20 Preference Point system where a maximum of Eighty (80) Tender adjudication point be awarded for price. Twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form H for the Preference model.</p> <p>The financial offer will be scored in terms of Method 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p> <p>Functionality will be scored on those Tenders regarded as being responsive. The CRITERIA to be applied in evaluating the proposal is set out in the table on the following page:</p> <p>The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All Tenderers who scored less than 70 out of 100 points for functionality will not be considered further.</p>
F.3.12	Insurance provided by the Employer	<p>Replace the contents of the clause with the following:</p> <p>"If requested by the Employer, the Tenderer shall submit for the employer's information, the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data required by the Contractor."</p> <p>"The Employer will not take out any insurance for the works."</p>
F.3.13	Acceptance of Tender Offer	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in term of the Supply Chain Management Regulations
F.3.18	Copies of Contract	One signed copy of Contract shall be provided by the Employer to the successful Tenderer.

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T1.3

STANDARD CONDITIONS OF TENDER

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Functionality	100
• Methodology and Programme	20
• Expertise	40
• Company Experience	40
STAGE 2 OF EVALUATION – PRICE & B-BBEE	
B-BBEE	20
Price	80
TOTAL	100

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Details	Points Score	Item Points	Max.
Methodology and Programme		20	
1.1 Construction Programme		10	
Detailed Construction Programme relevant to the Scope of Work. The Programme must demonstrate the Tenderer's approach and allocation of resources to achieve activities within the prescribed timeframes:			
Unacceptable (Does not demonstrate basic programming techniques & capabilities to meet project objectives. Prescribed timeframes are not met.)		0	
Poor (Provided a construction programme but details are missing.)		5	
Acceptable (Provided a detailed and convincing construction programme and demonstrated implement ability to meet project objectives.)		7	
Good (Submitted a construction programme acceptable for approval by the Employer's Representative with innovative programming interventions to accelerate project objectives.)		10	
1.2 Methodology		10	
Tenderer demonstrates the ability to implement the Construction Programme and have a work implementation strategy assigned to the respective tasks for the optimisation of resources and activities.			
Unacceptable (Does not demonstrate a basic implementation strategy linked with the construction programme and project objectives.)		0	

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Poor (Provided a basic implementation strategy but lacks a clear understanding of the project scope and detailed deliverables (multi-disciplinary.)		5
Acceptable (Provided a detailed methodology and execution strategy with associated activities and resource optimization synchronized to meet the project objectives. The methodology is to include a schedule of required construction plant and resources required for the successful implementation of the project.)		7
Good (Submitted an excellent methodology and execution strategy that demonstrates clearly how the project objectives will be met along with a clear risk management plan. An innovative approach is to be presented that ensures successful implementation of critical activities.)		10
Expertise: In order to score points CV's with certified qualification certificate must be provided. Failure will result in Zero score.		40
2.1 Site Manager (SM)		
SM has a minimum qualification of National diploma in Civil Engineering and ≥ 15 years' of appropriate experience and has completed two (2) Similar projects successfully in Installation of Valves and Water Meters.		20
2.2 Plumber (P)		
(P) has trade test certificate in Plumbing and ≥ 10 years' appropriate experience in which 3years must be in Plumbing.		20
Company Experience: In order to score points completion certificates and Assessment forms completed by Client with contract numbers must be provided. Failure will result in Zero score		40
3.1 Successfully completed ≥ 3 projects in installation of Zonal valves and water meters. or		40
3.1 Successfully completed ≥ 1 to 2 projects in in installation of Zonal valves and water meters in the past 5 years.		25
	Total Point Score	Maximum Points
TOTAL EVALUATION SCORE FOR FUNCTIONALITY		100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

STANDARD CONDITIONS OF TENDER

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Contractor

Witness 1

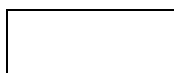
Witness 2

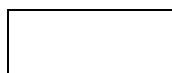
Employer

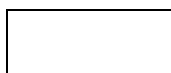
Witness 1

Witness 2

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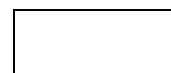

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

The employer and each Tenderer submitting a Tender offer shall comply with these conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 Tender Documents

The documents issued by the Employer for the purpose of a Tender Offer are listed in the Tender Data.

1.3 Interpretation

- 1.3.1 The Tender Data and additional requirements contained in the Tender schedules that are included in the Returnable documents are deemed to be part of these conditions of Tender.
- 1.3.2 The Conditions of Tender, the Tender Data and Tender Schedules which are only required for Tender evaluation purposes, shall not form part of any Contract arising from the invitation to Tender.
- 1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration.

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

c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Tender process or the award of a Contract arising from a Tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

1.4 Communication and Employer's Agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's Agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's Agent are stated in the Tender Data.

1.5 The Employer's right to accept or reject any Tender Offer

- 1.5.1 The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

formation of a Contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.

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

2

TENDERER’S OBLIGATIONS

The Tenderer shall comply with the following obligations:

2.1

Eligibility

Submit a Tender Offer only if the Tenderer complies with the criteria stated in the Tender Data and the Tenderer, or any of his principals is not under any restriction to do business with Employer.

2.2

Cost of Tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

2.3

Check documents

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

2.4

Confidentiality and copyright of documents

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

2.5

Reference documents

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

2.6

Acknowledge addenda

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

2.7

Site visit and clarification meeting

Attend, where required, a site visit and/or clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply Land Location etc. and raise questions. Details of the meetings(s) are stated in the Tender Data.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.8 Seek clarification

Request clarification of the Tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the Tender Offer

2.10.1 Include in the rates, prices and the Tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Data.

2.10.2 Show VAT payable by the Employer separately as an addition to the Tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the Contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

2.11 Alterations to documents

Do not make any alterations or additions to the procurement documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative Tender Offers

2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the Tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the Tender documents with the alternative requirements the Tenderer proposes.

2.12.2 Accept that an alternative Tender Offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

2.13 Submitting a Tender Offer

2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 2.13.3 Submit the parts of the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- 2.13.4 Sign the original and all copies of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to Contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- 2.13.5 Seal the original and each copy of the Tender Offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the Employer’s address and identification details stated in the Tender Data, as well as the Tenderer’s name and contact address.
- 2.13.6 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. In this tender two envelope system does not apply.
- 2.13.7 Seal the original Tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the Tender data.
- 2.13.8 Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

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 being non-responsive.

2.15 Closing time

- 2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing date and time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- 2.15.2 Accept that, if the Employer extends the closing date and time stated in the Tender Data for any reason, the requirements of these conditions of Tender apply equally to the extended data.

2.16 Tender Offer validity

- 2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

2.17 Clarification of Tender Offer after submission

Provide clarification of a Tender offer in response to a request to do so form the employer during the evaluation of Tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

2.18 Provide other material

2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preference 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 of submission stated in the Employer's request, the Employer may regard the Tender Offer as non-responsive.

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

2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

If requested, submit for the Employer's acceptance before formation of the Contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

2.21 Check final draft

Check the final draft of the Contract provided by the Employer within the time available for the Employer to issue the Contract.

2.22 Return of other Tender documents

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

2.23 Certificates

Include in the Tender submission the Employer with any certificates as stated in the Tender Data.

3. THE EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date of the Tender Notice and Invitation to Tender until seven days before the Tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

Return late Tender Offers

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

3.4 Opening of Tender submissions

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

In this tender two envelope system does not apply.

- 3.4.2 Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, for the main Tender Offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested upon request.

3.5 Two-envelope system - A TWO-ENVELOPE PROCEDURE WILL NOT BE FOLLOWED.

- 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.
- 3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the Contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender Offers, the final evaluation price and recommendations for the award of a Contract, until after the award of the Contract to the successful Tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of Tender Offers and instantly disqualify a Tenderer (and his Tender Offer) if it is established that he engaged in corrupt or fraudulent practices, he offered an inducement or collided with any person with a view to influencing the award of the Contract.

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each Tender Offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the works services or supply identified in the Scope of Work,
- b) 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.

3.8.3 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.

3.9 Arithmetical errors

Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

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

If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item

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total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

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

Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of these arithmetical errors in the manner described above.

3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a Contract arising from the Tender Offer.

3.11 Evaluation of Tender Offers

3.11.1 General

Ndlambe Bid Evaluation committee will evaluate the submitted tenders. Compliance will be checked first for responsiveness as stipulated in the tender advert and tender data. Non-compliant tenders will be regarded as non-responsive. Only compliant tenders will be evaluated further for functionality and only those tenders that scores 70 points for functionality and above will be evaluated further for pricing and BBBEE

Method 1: Financial offer	1) Rank Tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked Tenderer for the award of the Contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preference points claimed and if so, score Tender evaluation points. 3) Calculate total Tender evaluation points. 4) Rank Tender offers from the highest number of Tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the Contract, unless there are compelling and justifiable reasons not to do so.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<div>Method 3:</div> <div>Financial offer and quality</div>	<div>1) Score quality, rejecting and Tender offers that fail to score the minimum number of points for quality stated in the Tender data.</div> <div>2) Score Tender evaluation points for financial offer.</div> <div>3) Calculate total Tender evaluation points.</div> <div>4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.</div> <div>5) Recommend Tenderer with the highest number of Tender evaluation points for the award of the Contract, unless there are compelling and justifiable reasons not to do so.</div>
<div>Method 4:</div> <div>Financial offer, quality and preferences</div>	<div>1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data.</div> <div>2) Score Tender evaluation points for financial offer.</div> <div>3) Confirm that Tenderers are eligible for the preference points claimed and if so, score Tender evaluation points.</div> <div>4) Calculate total Tender evaluation points.</div> <div>5) Rank Tender offers from the highest number of Tender evaluation points to the lowest.</div> <div>6) Recommend Tenderer with the highest number of Tender evaluation points for the award of the Contract, unless there are compelling and justifiable reasons not to do so.</div>

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Tender offers using the following

formula: $N_{FO} = W_1 \times A$ where:

N_{FO} = the number of Tender evaluation points awarded for the financial offer.

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

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

Where:

P_m = the comparative offer of the most favourable Tender offer.

P = the comparative offer of the Tender offer under consideration.

3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

3.12 Insurance provided by the Employer

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

3.13 Accept of Tender Offer

3.13.1 Accept Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

3.13.2 Notify the successful Tenderer of the employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the information of a Contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

3.14 Notice to unsuccessful Tenderers

Unsuccessful bidders will be notified by the employer and be given 14 days of objections which will be dealt with in terms of regulation 50 of MFMA SCM regulation and approved SCM policy only after that the successful bidder will be notified of the award.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.15 Prepare Contract documents

If necessary, revise documents that shall form part of the Contract and that were issued by the Employer as part of the Tender documents to take account of:

- a) Addenda issued during the Tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful Tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

3.16 Issue final Contract

Prepare and issue the final draft of Contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer’s signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

3.17 Complete adjudicator’s Contract

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

3.18 Provide copies of the Contracts

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

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS

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RETURNABLE DOCUMENTS

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T2.2	RETURNABLE SCHEDULES	T2.2

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Employer

Witness 1

Witness 2

T2.1

MANDATORY DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 MANDATORY DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE TENDER DOCUMENT, THE TENDER WILL BE REGARDED AS BEING NON-RESPONSIVE (MANDATORY REQUIREMENTS).

Clause referred to in Standard Conditions of Tender	Document
2.1	<p>Tenderers should provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number:_____</p> <p>Name of Company:_____</p> <p><u>JV Partner</u></p> <p>CRS Number:_____</p> <p>Name of Company:_____</p> <p><u>JV Partner</u></p> <p>CRS Number:_____</p> <p>Name of Company:_____</p> <p>All Contractors, even Tendering in JV, will be registered with CIDB as a Category 2 CE or HIGHER Contractor.</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
2.13.4	Letter of authorization to sign the Form of Offer and where required in Tender document. (See Item T2.2.9 Form I page T2.2.15)
2.28	<p>An Original, Valid Tax Compliance Status Report. (See Item T2.2.17 Form Q page T2.2.26)</p> <p>In Bids where Consortia/ Joint Venture/ Sub Contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.</p>
2.11	Tampering with or taking the documents apart is strictly prohibited. All additional documentation must be stapled into the Tender document or attached in a separate file."
2.14	Preliminary Occupational Health and Safety Plan. (See Item T2.2.14 Form N

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

RETURNABLE SCHEDULES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2 RETURNABLE SCHEDULES

INDEX

THE RETURNABLE SCHEDULES LISTED BELOW MUST BE COMPLETED AND SUBMITTED WITH THE TENDER OFFER.

Item	Description
T.2.2.1	FORM A: SCHEDULE OF PROPOSED SUB CONTRACTORS
T.2.2.2	FORM B: SCHEDULE OF PLANT AND EQUIPMENT
T.2.2.3	FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS
T.2.2.4	FORM D: DECLARATION OF INTEREST (MBD 4)
T.2.2.5	FORM E: KEY-PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED
T.2.2.6	FORM F: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER
T.2.2.7	FORM G: ALTERATIONS BY TENDERER
T.2.2.8	FORM H: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1 & 6.2)
T.2.2.9	FORM I: AUTHORITY OF SIGNATORY
T.2.2.10	FORM J: STATUS OF CONCERN SUBMITTING TENDER
T.2.2.11	FORM K: QUALITY MANAGEMENT SYSTEMS
T.2.2.12	FORM L: DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
T.2.2.13	FORM M: ESTIMATED MONTHLY CASH FLOW
T.2.2.14	FORM N: CONTRACTOR'S HEALTH AND SAFETY DECLARATION AND COVID-19 MITIGATION PLAN (MBD 9)
T.2.2.15	FORM O: CERTIFICATE OF TENDERER'S VISIT TO THE SITE
T.2.2.16	FORM P: CERTIFICATE OF INDEPENDENT BID DETERMINATION
T.2.2.17	FORM Q: ORIGINAL VALID SARS TAX COMPLIANCE STATUS REPORT WITH PIN ISSUED
T.2.2.18	FORM R: FINANCIAL RESOURCES
T.2.2.19	FORM S: KEY-PERSONNEL/SUPERVISORY AND MANAGEMENT STAFF
T.2.2.20	FORM T: TENDERER'S PRELIMINARY PROGRAM
T.2.2.21	FORM U: SCHEDULE OF TENDERER'S LITIGATION HISTORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.1 FORM A: SCHEDULE OF PROPOSED SUB CONTRACTORS

We notify you that it is our intention to employ the following Sub Contractors for work in this Contract.

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

In Bids where Sub Contractors are involved each party must submit a separate Original Valid Tax Clearance Certificate.

	Name and address of proposed Sub-Contractor (Must be LOCAL from Ndlambe Municipality)	Nature and extent of work	Previous experience of Sub Contractor (include reference contact detail)
1.			
2.			
3.			

SUB-CONTRACTING

1. Will any portion of the Contract be Sub Contracted? YES/NO

2. If yes, indicate:

i. What percentage of the Contract will be Sub Contracted?%

ii. The name/s of the Sub-Contractor/s? (1)

(2)

(3)

iii. The B-BBEE status level of the Sub-Contractor/s?

iv. Whether the Sub-Contractors is/are an EME? YES/NO

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2 FORM B: SCHEDULE OF PLANT AND EQUIPMENT

The following is the list 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.

	Description (Attach Proof of Access).	Hired	Owned
1	TLB		
2	Concrete Mixer		
3	Other		

Attach additional pages if more space is required.

The Tenderer shall provide proof of ownership of plant (Certified copy of Registration Certificate) or if hired an original letter of intent from a plant hire company registered with the Contractors Plant Hire Association (CPHA).

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3 FORM C: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.4 FORM D: MBD 4 DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state YES / NO

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

MSCM Regulations: "in the service of the state" means to be –
(a) a member of –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i)

any municipal council;
- (ii)

any provincial legislature; or
- (iii)

the national Assembly or the national Council of provinces;
- (b)

a member of the board of directors of any municipal entity;
- (c)

an official of any municipality or municipal entity;
- (d)

an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e)

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

an employee of Parliament or a provincial legislature.

3.8 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?

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM (MBD 4)
IS CORRECT.

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

.....
Signature

.....
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.5 FORM E: KEY PERSONNEL AND NON-LOCAL WORKERS TO BE EMPLOYED

The Tenderer shall insert in the spaces below, the name of non-local key personnel and non-local workers to be engaged on the Contract.

	Name	Category
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

- * The Contractor must fill in the various categories, e.g. Site Agent, Contract Manager, Safety Officer, General Foreman, etc. as required.
- * Written permission from the Employer is required before Bidders will be able to change any of the nominated personnel. Replacement personnel must have equal or better qualifications and experience than the personnel originally nominated. Please attach a CV for all the Nominated Staff detailing the projects involved, value of these projects, position held, length of time in this position in water related projects. Please indicate the position held, duration of projects in years and the project value.

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6 FORM F: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The Tenderer shall list in the spaces provided below the last **5 civil engineering** Contracts of similar nature awarded to him. At least **2 projects for Fencing** of similar nature is required. This information shall be deemed to be material to the award of this Tender. 1 point will be awarded for every R1m rand value or part thereof for each project to a maximum of 6 points awarded for each project.

NB: Attach Completion Certificates from Employers of similar projects.

Employer (Name, Tel & Fax)	Consulting Engineer (Name, Tel & Fax)	Nature Of Work	Value Of Work

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7 FORM G: ALTERATIONS BY TENDERER

Should the Tenderer desire to have any departures from, or modifications to the GCC, Standard Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder.

[illegible]

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Page 10

Witness 2

Employer

11/11/2019

Witness 1

10

Witness 2

T2.2.8 FORM H: MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed / not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

90/10

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

Where

Ps = Points scored for price of bid under consideration

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:.....

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

T2.2.9 FORM I: AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

Signature of person authorised to sign the Tender:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.10 FORM J: STATUS OF CONCERN SUBMITTING TENDER

1. GENERAL

State whether the Tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

- ☐ Company ☐ Closed Corporation ☐ Partnership
☐ One-man concern ☐ Joint Venture

2. INFORMATION TO BE PROVIDED

(Block letters)

2.1 If the Tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
(b) List the Directors.

2.2 If the Tenderer is a Closed Corporation:

- (a) Affix a certified copy of the Founding Statement to this page.
(b) List the Members.

2.3 If the Tenderer is a Partnership:

List the partners.

2.4 If the Tenderer is a One-man concern:

Provide the full name and ID number of the person.

2.5 If the Tenderer is a Joint Venture:

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
(b) Affix JV agreement.

3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act No. 89 of 1991) (Make an X in the appropriate space below)

- ☐ NO ☐ YES Registration no.

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12 FORM L: MBD 8 DECLARATION OF TENDERER 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 committed any 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 public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No	
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No <input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:			
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	No <input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:			

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	<input type="checkbox"/>

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	<input type="checkbox"/> No	<input type="checkbox"/>
4.3.1	If so, furnish particulars:			

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.13 FORM M: ESTIMATED MONTHLY CASH FLOW

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

Month	Amount (Inc. VAT)	Cumulative Amount (Inc. VAT)
1		
2		
3		
4		
5		
6		

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his sources), etc.)

.....

.....

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.14 FORM N: CONTRACTOR’S HEALTH & SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this Contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. A preliminary Occupational Health and Safety Plan is submitted with this Tender. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the Contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the Contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the Contract.

Signature of person authorised to sign the Tender:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.15 FORM O: CERTIFICATE OF TENDERER’S VISIT TO THE SITE

Notes to Tenderer:

Unless the attendee’s name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the Tenderer’s offer shall be deemed nonresponsive.

This is to certify that I,
.....
representative of (Tenderer)
of (address)
.....
.....
telephone number
fax number
e-mail
attended the clarification meeting on (date)
conducted by
in the presence of (Employer’s representative)

TENDERER'S REPRESENTATIVE (Signature)

EMPLOYER’S REPRESENTATIVE (Signature)

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.16 FORM P: MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

on behalf of: _____ that:
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2
- 66

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.17 FORM Q: VALID TAX COMPLIANCE STATUS REPORT

The Tenderer must submit a valid tax compliance status report including original valid tax clearance certificates for the Sub Contractors proposed.

The certificates may be stapled into the Tender document without taking the Tender document apart or may be attached in a separate file to the Tender document.

If the documents are not included in the document, the Tender will be regarded as being non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.20 FORM S: KEY-PERSONNEL/SUPERVISORY AND MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copies** of qualifications of the proposed key personnel. The Tenderer shall also include an **organogram** of the project team and the company structure.

Description

1. Health and Safety Officer

Name: _____ ID: _____

10 Years of Experience (0.2 point for each year; maximum 2points)

Formal Qualifications (OSHA Certificate) (yes =2 point; no =0 point)

Currently Employed by Tenderer (Y/N) (yes =1 point; no =0 point)

Signature: _____

Signature of person authorised to sign the Tender:Date

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

T2.2.21 FORM T: TENDERER'S PRELIMINARY PROGRAM

CONTRACT NO: 129/2020 (WSIG2020-005)

INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE

Notes to Tenderer:

1. The Tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract.

The programme shall be in accordance with the information provided in **Form B:** Schedule of Tenderer's Plant and Equipment, **Form M:** Schedule of Estimated Monthly Expenditure, and with all other aspects of the Tender.

2. If a Tenderer wishes to submit an alternative Tender then this form, appropriately completed, and shall also be attached to the Pricing Schedule for the alternative proposal.

SIGNED BY TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.22 FORM U: SCHEDULE OF TENDERER'S LITIGATION HISTORY

CONTRACT NO: 129/2020 (WSIG2020-005)

INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE

Note to Tenderer:

The Tenderer shall list below details of any litigation with which the Tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state Department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date Resolved

SIGNED BY TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

All Tenderers must complete and sign

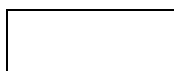
FORM A: OFFER (the first page hereinafter).

FORM B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

FORM C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the Contract.

FORM D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer after receipt of one fully completed original copy of this Agreement.

A Tender in which FORM A: OFFER has not been completed and signed by the Tenderer, will not be valid and will be disqualified at the discretion of the Employer.



Contractor



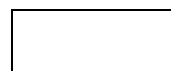
Witness 1



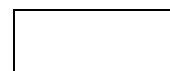
Witness 2



Employer



Witness 1



Witness 2

FORM A: FORM OF OFFER

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

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

CONTRACT NO.: 129/2020 (WSIG2020-005) INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE

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),

(Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures will be applicable and considered.)

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

Name of Tenderer

Address:

.....

.....

Telephone: Fax Number

CIDB Registration Number of Tenderer:

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

WITNESS 1:

Signature(s)

Name(s)

Date

WITNESS 2:

Signature(s)

Name(s)

Date

(Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the Tender.)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM B: ACCEPTANCE

C1.1.2 FORM OF ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer 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 Volume 3 which contains the Tender notice, Conditions of Tender, Tender Data, Returnable Schedules, general and particular conditions of Contract, project specifications, Pricing Schedule, Form of offer and Site Information.

Including Annexures, drawings and documents or parts thereof, bound as Volumes 1 to 4, which may be incorporated by reference into this Volume.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which shall be signed by the authorized representative(s) of both parties.

The Tenderer shall, within two weeks of receiving a completed copy of this Agreement including the Schedule of Deviations, (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data on, or just after, the date on which this Agreement comes into effect. 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 5 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

Date

Name

Capacity

For the Employer

(Name and address of organization)

AS WITNESSES

Witness 1

Signature

Date

Name

Witness 2

Signature

Date

Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: SCHEDULE OF DEVIATIONS

C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

- The extent of deviations from the Tender documents issued by the employer before the Tender closing date is limited to those permitted in terms of the conditions of Tender.
- 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.
- 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.
- 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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization/
Tenderer)

Name and signature of witness
Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: CONFIRMATION OF RECEIPT

This form must be signed by the successful Tenderer after receipt of one fully completed original copy of this Agreement.

The Tenderer hereby acknowledges receipt of one fully completed original copy of this Agreement.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/
Tenderer)
.....
.....
.....

Name and
signature
of witness

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA FOR CONTRACT No: WSIG20202-005: INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE

C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Second Edition, 2015, published by the South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtained from www.saice.org.za.

The pro-formas bound with the General Conditions of Contract for Construction Works, Second Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

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

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

Where reference is made to the standard specifications in this Contract, it shall mean the SANS/ SABS 1200 SERIES complete with any corrections and amendments applicable at the time of Tendering. Amendments to the standard specifications are bound in the Contract documents in Part C3: Section B: Project Specifications.

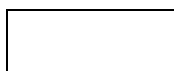
The SANS/ SABS 1200 SERIES documents, may be obtained / purchased from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

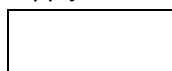
This SANS/ SABS 1200 SERIES documents may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineer's during normal office hours.

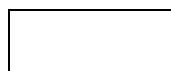
APPOINTMENT OF SUB-CONTRACTORS FOR THE CONSTRUCTION PROJECTS

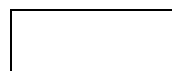
The procurement process will be as follows:

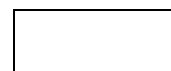
- 1 Preferential Procurement Procedures**
Tenders will be evaluated in terms of the latest Ndlambe Municipality's Supply Chain Management.
- 2 Scope of mandatory subcontract works**
Certain portions of the works of the Main Contractor shall be subcontracted in accordance with the subcontracting procedures described in this scope of work:
The provisional sums in the schedule of quantities, which will cover the estimated cost of the various Work Packages. The Contractor shall prepare subcontract tender documents which must be approved by the Engineer, to be used later by the Contractor when procuring the services of BOC's(Black Owned Companies)
- 3 Preferred subcontractors/suppliers**
Subcontractors and suppliers shall be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply to BE's.

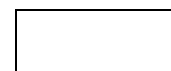

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Enterprises shall comply with the following:

- *Business shall be registered within the Ndlambe Municipality boundaries,*
- *Owners shall reside within the **Ndlambe Local Municipality***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT SPECIFIC DATA

The following Contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2015, are applicable to this Contract:

Clause 1.1: Definitions
Add to Clause 1.1 - Definitions, Interpretations and General Provisions – the following:
“The terms Client, Principal Contractor and Designer, as used in the Occupational Health and Safety Act - Construction Regulations are synonymous with the terms Employer, Contractor and Engineer as defined in this Clause 1.1 of the GCC.”

Clause 1.1.1.13:
The Defects Liability Period is 12 months.

Clause 1.1.1.14:
The time for achieving Practical Completion is SIX (6) months, including all special non-working days and the year-end breaks as determined by SAFCEC.

Clause 1.1.1.15:
The name of the Employer is the NDLAMBE MUNICIPALITY, represented by the Municipal Manager and/or such other person or persons duly authorized thereto by the Employer in writing.

Clause 1.1.1.26:
The Pricing Strategy is a Re-measurement Contract

Clause 1.2.1.2:
The Employer’s address for receipt of communications and notices is:

Physical address	:	NDLAMBE MUNICIPALITY 44 Campbell Street PORT ALFRED 6170
Postal address	:	NDLAMBE MUNICIPALITY PO Box 13 PORT ALFRED 6170
Tel No.	:	(046) 604 5500

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause 2.4.1:

Add the following:

“In the event of any ambiguity, conflict or discrepancy between the various Contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows:

1. The Forms of Offer and Acceptance
2. Contract Forms
3. The Contract Data
4. General Conditions of Contract (GCC 2015)
5. Scope of the Work
6. SANS/ SABS 1200 SERIES
7. Site Information
8. Construction Drawings
9. Bill of Quantities
10. The Returnable Schedules

Clause 3.1.3:

The Engineer 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:

- The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7
- Authorising the Contractor to repair and make good excepted risks in terms of Clause 7.5.5
- The issuing of variation orders in terms of Clause 6.3.2
- The issuing of an instruction to accelerate progress in terms of Clause 5.12.4
- The reduction of a penalty for delay in terms of Clause 5.13.2
- The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4
- The giving of a ruling on a Contractor’s claim in terms of Clause 10.1.5
- The agreeing of the adjustment of the sums for general items in terms of Clause 6.11

Clause 3.1.4:

Delete the last sentence of the Clause.

Clause 3.2.4:

Add the following:

“The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer’s Representative”.

Clause 4.3.3:

Add the following new subclause:

“The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety 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, namely:

- (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) The Contractor hereby 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 itself 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.
- (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) 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 to inspect any appropriate records or Safety Plans held by the Contractor;
- (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1014, dated 18 July 2003) 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 of 2003 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 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 14 days from the date of the Letter of Acceptance 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 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, 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, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."

Clause 4.4.3:
Add the following:

- 1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be Sub Contractors of the Contractor and are herein referred to as "Selected Sub Contractors".
- 2 The Contractual relationship between the Contractor and the selected sub Contractor shall be the same as those which normally apply between Contractors and ordinary Sub Contractors as specified inter alia in clause 3 hereafter.
- 3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Sub Contractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).

It is intended that the Sub Contract Agreement and Provisions of Sub Contract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Sub Contractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the Sub Contract between the Contractor and each selected Sub Contractor

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall incorporate in the Sub Contract provisions that:

- (a) In respect of the work of the goods that are subject of the Sub Contract the Selected Sub Contractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfil such liabilities, and
- (b) the Selected Sub Contractors hold the Contractor harmless from and indemnifies him against:
 - (i) shortcomings in the Sub Contract works if and where the works were designed by the Selected Sub Contractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Sub Contractor;
 - (iii) any negligence by the Selected Sub Contractor; his agents, workmen and servants;
 - (iv) any misuse by the Selected Sub Contractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and
 - (v) any claims as aforesaid
- (c) entitles him to pay direct to local and other labourers all payments the selected Sub Contractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected Sub Contractor.

Clause 4.11.1:

Add the following:

"The employer reserves to himself the right, in his sole discretion, to reject any Tender where it appears to the employer that the Tenderer does not comply with any of the requirements.

The requirements for all site staff are: Site Agent NQF 6
 Supervisor Plumbing Certificate

Clause 5.3.1:

The documentation required before commencement with Works execution are:

Health and Safety Plan (Refer Clause 4.3)

Initial programme (Refer Clause 5.6)

Security (Refer Clause 6.2)

Insurance (Refer Clause 8.6)

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is within 14 days of receipt of the signed Form of Offer and Acceptance.

Clause 5.4.4:

Add the following new clause:

"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."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

All gazetted public holidays and the Contractor's year-end break as specified by SAFCEC.

Clause 5.13.1:

The penalty for failing to complete the Works is R 1 000.00 excluding VAT per calendar day or part thereof.

Clause 6.2.1:

Add the following:

"The Contractor shall deliver the Form of Guarantee selected in the Contract Data to the Employer within 14 days of receipt of the signed Form of Offer and Acceptance. Any expenditure incurred in doing so shall be borne by the Contractor."

The security to be provided by the Contractor shall be a Performance guarantee of 10% of the Contract Sum.

Clause 6.8.2:

Contract Price Adjustment is not applicable to this Contract:

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is 80%.

Clause 6.10.2:

Add the following:

"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."

Clause 6.10.3:

The percentage retention on the payment certificates due to the Contractor is 10%.

The limit of retention money is 5% of Contract sum

Clause 8.2.1:

Add the following:

"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities.

All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.

Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00) rand.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause 8.6.1.3:
The limit of indemnity for liability insurance is ten million (R 5 000 000.00) rand for any single claim with the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.6:
Add the following as 8.6.1.6: Insurances to be effected

“Where the Contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance.”

Clause 10:
Add the following:

“Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1.”

Clause 10.5.3:
The number of Adjudication Board Members to be appointed is three (3).

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor is:
[The Legal name of the Contractor].

Clause 1.2.1.2:

The address of the Contractor is

Physical Address:

.....

.....

Postal Address:

.....

.....

Telephone No:

Fax No:

E-mail:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 OTHER STANDARD FORMS

C1.3.1 PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee. such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor, The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date.....

Guarantor's signatory (1)

Capacity.....

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

Capacity.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.3 FORM 1: OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Project No. Project Name:

Month of Report: Sheet: of

Names of all Local Labourers employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of local labourer	Identity Number	Month Worker Started Work	Age	Female Head of Household With Dependants	Disabled	Skilled/ Semi-skilled	Place a tick in the box which corresponds to the Gender and Age of the Worker				
					(Tick if Yes)	(Tick if Yes)	(Tick if Yes)	Women		Men		
								Ove r 35 yrs	35 yrs & under	Ove r 35 yrs	35 yrs & under	
Totals for this												Total No. Employed On the Project
Totals from previous sheet												
Totals carried forward												

Completed by: Name: Signature:.....

Capacity Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.4 FORM 2: MONTHLY PROJECT WORKER SCHEDULE (local labourers only)

Project No. Project Name:

Month of Report: Sheet: of

Names of all Local Labourers working on the project in the month being reported on are to be entered in the table below irrespective of how long they worked on the

No.	Name of local labourer	Identity Number	Month Worker Started Work	Age	Female Head of Household With Dependants	Dis-abled	Skilled/ Semi-skilled	Place a tick in the box which corresponds to the Gender and Age of the Worker				
					(Tick if Yes)	(Tick if Yes)	Women		Men			
							Over 35 yrs	35 yrs & under	Over 35 yrs	35 yrs & under		
Totals												Total No. of Employed On the proj This month
Totals from previous sheet												
Totals												

project during that month.

Completed by: Name: Signature:.....

Capacity Date:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.5 FORM 3: LOCAL LABOUR SCHEDULE

Project No: Project Name:
Claim No: For Period Ending:
Contractor Name:

Summary of Amount Spent on Local Labour this month

Week No.	Week Ending	Total Amount Paid
		(Total of (B) from Form 3 for each week)
1		R
2		R
3		R
4		R
5		R
6		R
7		R
8		R
9		R
Total		Transfer to 2 in table below

Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R
Summary of Local Labour Employed	
	No. of local labourers who worked on the project to date (From Form 2)
1. Total No. of individual local labourers who have worked on the Project (Column H)	100%
2. How many of the Total No. are Skilled / Semi-skilled local labourers (Column C)	
3. How many of the Total No. are Disabled local labourers (Column B)	
4. How many of the Total No. are local youth (35 yrs and under) (Column E+G)	
5. How many of the Total No. are local women (Column D+E)	
6. How many of these local women are Heads of Households with Dependants (Column A)	

Completed by:
Name Signature Capacity Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.6 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN
GOV. GAZETTE 7721 OF 18 JULY 2003)

The signatory for the company in terms of the above-mentioned Act shall confirm his / her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on

Mr/Ms whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.7 AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)

THIS AGREEMENT is made at on this the day
of.....in the year..... between the NDLAMBE MUNICIPALITY
(hereinafter called "the Client") of the one part, herein represented by
.....in his capacity as
and delegate of the Client in terms of the Client's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.
and
(hereinafter called "the Mandatory") of the other part, herein represented by
.....in his capacity as
and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Client is desirous that certain works be constructed, viz

CONTRACT No: : **INSTALLATION AND REPLACING OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE** and has accepted a Tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Client and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract documents pertaining to this Contract;
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either;
- a) The date of the final certificate issued or as contained in this Volume _____ of the Contract documents pertaining to this Contract, or

b) The date of termination of the Contract;
- 3 The Mandatory 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 as updated), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- i.

Section 8:

General duties of clients to their employees;

ii.

Section 9:

General duties of clients and self-employed persons to persons other than employees;

iii.

Section 10:

General duties of manufacturers and others regarding articles and substances for use at work;

iv.

Section 37:

Acts or omissions by employees or Mandatories, and

v.

Sub-section 37(2)

relating to the purpose and meaning of this Agreement.
- b) The Contractor shall ensure that he familiarises himself with the requirements of the Company's health and safety specification developed for the project, and that he, his employees and any other Contractor s employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required by with the Company's health and safety plan is maintained for the duration of the project.
- 4 In addition to the requirements of conditions of Contract (as amended by the Contract Data of the Contract documents pertaining to this Contract), the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
6. The Mandatory warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, 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 Client upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or Sub Contractors and/or their respective clients will at all times comply with the following conditions:

a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the mandatory 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 Client.

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

c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Contractors.

d) The Mandatory shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the Contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.

e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SIGNED FOR AND ON BEHALF OF THE CLIENT:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.8 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT

The signatory for the company in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on,

Mr./Ms whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT on behalf of(the Contractor)

SIGNED ON BEHALF OF THE COMPANY

IN HIS/HER CAPACITY AS

DATE

SIGNATURE OF SIGNATORY

Witness Witness.....

Name Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3.9 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT

THIS AGREEMENT made at.....

on this the day of in the year.....

between NDLAMBE MUNICIPALITY (hereinafter called “the Employer”) of the one part,

herein represented by in his capacity as

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and

(hereinafter called “the Mandatory”) of the other part,

herein represented by in his capacity as

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

CONTRACT No: 129/2020 (WSIG2020-005) : INSTALLATION AND REPLACING OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN NDLAMBE and has accepted a Tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Clause 5.4.1 of the Contract Data to either:
 - a) the date of the final certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as “the GCC”), as contained in this volume of the Contract documents pertaining to this Contract, or
 - b) the date of termination of the Contract in terms of Clause 9.2.1 of the GCC.
3. The Mandatory declares himself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)² * the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as “The Act”, together with its amendments of The Act.

4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the Contract documentation pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T 2.2.15 BBBEE CERTIFICATE ISSUED BY THE VERIFICATION AGENCIES

The Tenderer shall affix to this page: BBBEE Certificate

BBBEE status will be scored in accordance with the DTI Codes of Good Practice and bidders must submit with their bid a BBBEE Certificate issued by the Verification Agencies in order to be eligible for empowerment points.

Note:
Failure to affix the documentation as prescribed to this page shall result in this Tender offer being regarded as non-responsive.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C2: PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities and Final Summary...

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.1 PRICING INSTRUCTIONS

1. BILLS OF QUANTITIES

No alterations, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities and should any such alterations, amendments, note or addition be made, the same will not be recognized, but the reading of these Bill of Quantities as prepared by the Engineer will be adhered to.

The Contractor is warned that should he use any quantities appearing in these Bills of Quantities for the purpose of ordering material, he does so at his own risk and no liability whatsoever will be admitted by the Employer or Engineer for the correctness of such Quantities.

2. STANDARD SYSTEM OF MEASURING BUILDING WORK

These Bills of Quantities have been compiled in accordance with SANS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work, including the latest amendments. Tenderer’s attention is specifically drawn to the “shall be deemed to include” clauses that have to be read in conjunction with the applicable items.

3. PRIME COST AMOUNTS AND PROVISIONAL SUMS

All Prime Cost Amounts and Provisional Sums included in these Bills of Quantities are NET, i.e. no cash discount to the Contractor is included.

4. TRADE NAMES

Tenderers are advised that their prices for articles described by trade names or catalogue references must be based upon the type and manufacture specified in these Bills of Quantities. Where articles other than the manufacture specified are to be used, an adjustment of the prices will be made and Variation Orders issued to cover these adjustments. Substitution will be strictly subject to the Representative / Agent’s approval.

5. SABS / SANS SPECIFICATIONS

All references in these Bills of Quantities to Specifications of the Bureau of Standards shall be deemed to be reference to the latest issues of such Specifications, and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS/SANS Specifications must bear the SABS/SANS mark.

6. CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)

The Contract price adjustment shall not apply.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7.
VALUE ADDED TAX

The Tender price must include for Value Added Tax (VAT). All rates in these bills of quantities must however be net with VAT calculated and added to the total value thereof in the Final Summary.

8.
TAX CLEARANCE CERTIFICATE

Please note that a “TAX CLEARANCE CERTIFICATE (IN RESPECT OF TENDERS)” MUST BE HANDED IN WITH THE TENDER FORM. FAILURE TO DO SO MAY INVALIDATE THE TENDER. Form ST5.1, attached to the Tender form, must be completed and handed in at any office of the South African Revenue Services (SARS) to obtain the “Tax Clearance Certificate (in respect of Tenders)”

9.
CONDITIONS OF CONTRACT

The Conditions of Contract is the General Conditions of Contract for Construction Works (GCC 2015 3rd Edition).

10.
BILL OF QUANTITIES

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

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

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
LI	=	Labour Intensive (To be carried out by Labour methods)

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

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

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

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

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

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

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

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

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

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

BILL OF QUANTITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	RATE	AMOUNT
1.01	SECTION 1: CONTRACTOR’S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS The contractor’s general obligations (a) Fixed obligations (b) Time Related obligations (c) Health and Safety obligations	Lump sum Lump sum Lump sum	1.00 1.00 1.00		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	RATE	AMOUNT
	SECTION 2: ALEXANDRIA				
2.1	Bulk Meter Installation (a) Excavate, install Bulk Meter and backfill for following size piping; (i) 160mm (ii) 110mm (iii) 75 mm Price to include excavation, pipe repair coupling and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No No	1 3 2		
2.2	Valve Replacement or Installation (a) Excavate, replace or install valve and backfill for following size piping; (i) 160 mm (ii) 110mm (iii) 75 mm Price to include excavation, removal and installing of a new valve coupling, valve chambers and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No No	2 3 2		
2.3	Pressure Regulating Valve Installation (a) Excavate, install PRV and backfill for following size piping; (i) 110mm	No	1		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	RATE	AMOUNT
3.1	SECTION 3: BUSHMANS RIVER MOUTH Bulk Meter Installation (a) Excavate, install Bulk Meter and backfill for following size piping; (i) 110 mm (ii) 90 mm (iii) 63 mm (iv) 50mm Price to include excavation, pipe repair coupling and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No No No	1 1 1 2		
3.2	Valve Replacement or Installation (a) Excavate, replace or install valve and backfill for following size piping; (i) 110 mm (ii) 50 mm Price to include excavation, removal and installing of a new valve coupling, valve chambers and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No	2 1		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	RATE	AMOUNT
4.1	SECTION 4: KENTON ON SEA Bulk Meter Installation (a) Excavate, install Bulk Meter and backfill for following size piping; (i) 160 mm (ii) 110 mm (iii) 50mm Price to include excavation, pipe repair coupling and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No No	1 1 1		
4.2	Valve Replacement or Installation (a) Excavate, replace or install valve and backfill for following size piping; (i) 160 mm (ii) 110 mm Price to include excavation, removal and installing of a new valve coupling, valve chambers and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No	3 1		
4.3	Pressure Regulating Valve Installation (a) Excavate, install PRV and backfill for following size piping; (i) 160mm	No	2		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM	DESCRIPTION	UNIT	TENDER QTY	RATE	AMOUNT
SECTION 5: PORT ALFRED					
5.1	Bulk Meter Installation (a) Excavate, install Bulk Meter and backfill for following size piping; (i) 110mm Price to include excavation, pipe repair coupling and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No	4		
5.2	Valve Replacement or Installation (a) Excavate, replace or install valve and backfill for following size piping; (i) 110mm (ii) 90 mm Price to include excavation, removal and installing of a new valve coupling, valve chambers and fittings, testing and compacting. Price should include repair of leak in any area within Ndlambe Municipality	No No	12 1		
5.3	Pressure Regulating Valve Installation (a) Excavate, install PRV and backfill for following size piping; (i) 160mm (ii) 110mm	No No	2 1		
TOTAL CARRIED FORWARD TO SUMMARY					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY PAGE FOR BILL OF QUANTITIES

SECTION 1 – PRELIMINARY AND GENERAL
SECTION 2 – ALEXANDRIA
SECTION 3 - BUSHMANS RIVER MOUTH
SECTION 4 – KENTON ON SEA
SECTION 5 - PORT ALFRED
SUBTOTAL A
ADD 10 % CONTINGENCIES
SUB TOTAL B
ADD 15 % VAT
GRANT TOTAL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3 – SCOPE OF WORKS

C3.1 DESCRIPTION OF WORKS

1 DESCRIPTION OF THE WORKS

1.1 Employer’s Objectives

The objective of the project is to install and replace zonal meters, zonal valves and pressure regulating valves at the following areas; Alexandria, Bushmans River mouth, Kenton On Sea and Port Alfred which will assist in the generation of improved water balances and leak detection, assisting in reducing NRW. The provision for strategic pressure reducing valves in the various networks to reduce pressure in low lying areas and improve distribution to the higher lying areas. This will also reduce potential leaks in the lower lying areas.

1.2 Overview of the Works

The proposed works for this project in general, involve INSTALLATION AND REPLACEMENT OF ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES in and around the areas of Ndlambe Municipality

1.3 Extent of the Works

1.3.1 INSTALL AND REPLACE ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN ALEXANDRIA AREA: the works involve:

- Site Clearing and grubbing of vegetation.
- Excavate, for the replacement and installing of new zonal valve, zonal meter and pressure regulating valve fittings, testing and compacting.
- Repair any leak in the area within Ndlambe
- Clearing site on completion of construction works.

1.3.2 INSTALL AND REPLACE ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN BUSHMANS RIVER MOUTH AREA: the work will involve

- Site Clearing and grubbing of vegetation.
- Excavate, for the replacement and installing of new zonal valve, zonal meter and pressure regulating valve fittings, testing and compacting.
- Repair any leak in the area within Ndlambe
- Clearing site on completion of construction works.

1.3.3 INSTALL AND REPLACE ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN KENTON ON SEA AREA: the work will involve

- Site Clearing and grubbing of vegetation.
- Excavate, for the replacement and installing of new zonal valve, zonal meter and pressure regulating valve fittings, testing and compacting.
- Repair any leak in the area within Ndlambe
- Clearing site on completion of construction works.

1.3.4 INSTALL AND REPLACE ZONAL VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN PORT ALFRED AREA: the work will involve

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Site Clearing and grubbing of vegetation.
- Excavate, for the replacement and installing of new zonal valve, zonal meter and pressure regulating valve fittings, testing and compacting.
- Repair any leak in the area within Ndlambe
- Clearing site on completion of construction works.

1.4 Location of the Works

The work is to be carried out at the Ndlambe Municipality’s **in the following areas; Alexandria, Bushmans River mouth, Kenton on Sea and Port Alfred**

2 DRAWINGS

The drawings as detailed in the drawing schedule are to be used for pricing purposes. Construction drawings will be issued to the successful Tenderer.

3. CONSTRUCTION

3.1 Applicable National and International Standards

The works are to be constructed in accordance with SANS/SABS 1200 and its related project specifications.

3.2 Project Specifications

This Project Specification is set out in two portions.

Portion I gives a general description of the project, the facilities available and the requirements to be met.

Portion II covers variations and additions to the standardized and particular specifications listed in Portion I. Portion II clauses are lettered using the same alphabetical identification as the applicable standardized or particular specification.

Should any requirements in the project specification conflict with any requirement of the standardized or particular specifications listed in Portion I, the requirements of the project specification shall prevail.

3.2.1 PORTION 1: THE WORKS

PS1 SITE FACILITIES AVAILABLE

PS1.1 Source of Water Supply

The Contractor will make own arrangements for drinking water. Water for construction purposes is available on site.

PS1.2 Source of Power

The Contractor is to make own arrangements for power connection.

PS1.3 Contractor's Camp

The Contractor will be provided with a site for establishment purposes.

PS2 SITE FACILITIES REQUIRED

PS2.1 Sanitary Facilities

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor is to provide and hygienically maintain sanitary facilities, which are to be removed on completion of the project.

PS2.2 Site Instruction Book

An A4 Site Instruction book, in triplicate, is to be kept in the Contractor's office for use by the Engineer or Contractor.

PS2.3 Name board

A Contract Name board is required and is to be erected and level on site at an approved location. Lateral bracing to be installed to resist wind loads.

PS3 FEATURES REQUIRING SPECIAL ATTENTION

PS3.1 Testing

No payments will be made or extensions of the Contract allowed in respect of claims for delays to the works resulting from the awaiting of test results. Testing will be effected as promptly as possible but it is in the Contractor's own interest to submit material samples, concrete cubes or other components required for testing in good time to assist in avoiding or restricting delays.

PS3.2 Decisions

During the execution of the Works it may be necessary for the Engineer's Representative to refer matters for decision to higher authority from time to time. While such decisions will be given as promptly as possible, no payments will be made or extensions to the Contract allowed in respect of claims or consequential delays to the Works.

PS4 DAYWORK AND PLANT HIRE

Should the Engineer order work to be carried out on a day work basis the Contractor shall be paid for such work. Daywork sheets must be submitted to the Engineer daily, within 24 hours of the work being carried out, for approval and signature. If this is not done, payment may not be sanctioned.

PS5 CONSTRUCTION PROGRAMME

The Contractor shall, within 10 (ten) days of appointment, submit to the Engineer his programme for the completion of the Works. The programme shall clearly indicate the order in which he proposes to carry out the work, his proposed rate of progress, as well as any other information requested by the Engineer in writing. A revised and updated programme is to be furnished monthly for the duration of the Contract clearly showing progress achieved versus what was planned.

PS6 ADVERSE WEATHER CONDITIONS

The time for completion includes for delays, which can be expected due to normal weather conditions (wind and rainfall) in the Contract area for the duration of the Contract.

Delays, due to abnormal weather, which may occur, will not automatically entitle the Contractor to an extension of time for the completion of the Works. Only under justifiable circumstances will such extension of time be granted. Such extension will be granted at the sole discretion of the Engineer. Application for such extension of time shall be made in writing on a weekly basis by the Contractor to the Engineer. The application shall set out in detail the particulars and consequences of such delays.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PS7 DRAINAGE OF EXCAVATION AND TRENCHES

The Contractor is responsible for the drainage of excavations and trenches and shall therefore provide, work and maintain the pumps and other plant required for this purpose. Drainage of trenches and excavations will not be measured and paid for separately and the cost thereof will be deemed to be covered by the prices Tendered and paid for under the various items of work included under this Contract.

PS8 STABILITY OF EXCAVATED FACES

The Contractor will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers and to prevent delays caused by slope failures.

PS9 NOTICES, SIGNS AND BARRICADES

It is important to note that the construction site is located adjacent to an existing street which will remain open to traffic and pedestrians during the construction period. The Contractor shall erect all hoarding and barricades during the Construction period to safeguard the Works and protect the public making use of the site. It is a requirement that the Engineer approve all hording, signs, notices and barricades. All hording, barricades, notices and signs shall be provided, erected, maintained and finally removed at the cost of the Contractor.

PS10 WORKMANSHIP AND SUPERVISION

The onus is on the Contractor to produce work that will conform in quality and in accuracy of detail to the requirement hereinafter specified. The Contractor must clearly understand that it is not a duty of the Engineer or his representative to act as foreman or surveyor of the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all the transport, instruments and equipment for supervising, checking and controlling the Work.

The act of passing any completed work for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The Contractor shall, when submitting any work to the Engineer for examination, satisfy himself by testing, measurement and otherwise as may be necessary that the work does in fact meet with the requirements of the Specifications. This information shall be submitted with the Contractors request for examination and the Engineer shall be authorized to decide on the number and type of tests, measurements, etc. required to enable him to judge the quality of the work. The submission of this information shall in no way diminish the authority of the Engineer to conduct such tests as he may consider necessary in order to determine the quality of the work performed by the Contractor, nor will he be bound to take account of the Contractors tests, measurements, etc., should he consider these to be either incorrect or not representative.

PS11 SURVEY BEACONS

Before the commencement of the Contract, the Engineer and Contractor will together visit the site and all survey beacons and pegs will be inspected to ensure their accuracy. In the event of any beacons or pegs being misplaced or removed, these will be replaced by a Land Surveyor appointed by the Employer or Engineer, at the cost of the Employer.

Any beacons or pegs thereafter displaced or removed during construction, will be replaced by a Land Surveyor, appointed by the Employer or the Engineer, at the cost of the Contractor. After the Contract has been completed and the site has been cleared up, the Contractor and the Engineer will again visit the site together, and any beacons or pegs found displaced or removed, will be replaced by a Land Surveyor, appointed by the Employer or the Engineer, all at the cost of the Contractor.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PS12 STORAGE

The Contractor shall make his own arrangements for any off-site storage which may be required for pipes or any other materials which become available before delivery to the Site and installation thereof can be commenced.

PS13 OCCUPATIONAL HEALTH AND SAFETY

All provisions of the Occupational Health and Safety Act (Act No. 85 of 1993) and Construction Regulations shall apply to this Contract and shall be fully complied with. A Health and Safety Plan is to be drawn up by the Contractor and approved by the Employer prior to the commencement of work on site. Continual risk assessment will be carried out for the duration of the Contract and the health and safety plan updated as appropriate.

PS14 FACILITY ACCEPTANCE

The Contractor shall attend to all defects and snags as pointed out by the Engineer, to the Engineer's' satisfaction before the employer takes delivery of the works.

PS15 APPLICABLE STANDARDIZED SPECIFICATIONS

The following standardized specifications for civil engineering construction form part of the Contract, but are not reproduced herein the South African Bureau of Standards.

SANS / SABS 1200 A	-	General
SANS / SABS 1200 C	-	Site Clearance
SANS / SABS 1200 D	-	Earthworks
SANS / SABS 1200 DB	-	Earthworks (Pipe Trenches)
SANS / SABS 1200 L	-	Bedding (Pipes)
SANS / SABS 1200 LB	-	Medium Pressure Pipelines

The Contractor will be required to have a copy of each of the above Standardized Specifications on site at all times.

In addition to the above Standardized Specifications the following particular specifications, which are bound into this document, shall apply:

3.2.2 PORTION II - VARIATIONS TO STANDARD SPECIFICATION

PSA GENERAL

PSA3 MATERIALS

PSA3 .1 Quality

Where a material to be used in this Contract is specified to comply with the requirements of an SABS Standard Specification, and such material is available with the official SABS mark, the material used shall bear the official mark.

PSA 4 PLANT

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

PSA 4.1 MEDICAL FACILITIES AND SAFETY EQUIPMENT

The suitable first aid services required shall include, inter alia, a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

PSA5 CONSTRUCTION

PSA5.1 SETTING OUT OF THE WORKS

The works shall be set out from basic control points placed by the Engineer. The Engineer or the Engineer’s Representative shall be present during the setting out of the Works or must approve the setting out prior to the commencement of any work.

PSA 5.2 SAFEGUARDING AND ACCOMMODATION OF TRAFFIC

With reference to Sub-clause 5.2 of SABS 1200A the Contractor shall, in addition to the requirements of Sub-clause 5.1.8 of SABS 1200 DA, carry out and maintain such temporary works and provide temporary road signs, temporary bridging, deviations and the like, as are necessary to maintain and safeguard the flow of vehicular and pedestrian traffic on the access roads.

PSA 5.3 DEALING WITH WATER ON THE WORKS

For the purposes of this Contract, the Contractor shall provide, operate and maintain in sufficient quantity such pumping equipment, well points, pipes and other equipment, as may be necessary and they shall also provide any sumps, furrows, cross-embankments, coffer-dams and other temporary works as may be necessary to minimise damage, inconvenience, or interference. The costs of this are deemed to be included in the rates Tendered.

PSA 5.4 EXISTING SERVICES

The routes of the pipelines cross various services that are known to exist on the site. Their approximate positions are indicated to the Contractor but, although based on the best information available, their accuracy cannot be guaranteed. It is likely that other services that are not shown on the drawings exist as well.

PSA 5.5 GENERAL

No guarantee can be given that all services are indicated, or that they are shown exactly in the correct location. Once located, the exact location, level and nature of the service shall be given to the Engineer's Representative in writing.

The Contractor shall, subject to the provisions of PSDB8.11, open up all services 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 services and for any claims for damages arising from damage to any service. The Contractor shall give assistance to other authorities as required when the authority concerned undertakes to locate and protect their service.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PSA5.6 Pollution/Dust Control

The Contractor shall be responsible for controlling dust in each area of the site at all times from the date on which the site is handed to him, to the date on which he hands back the site in terms of the Contract.

Further, the Contractor shall be responsible for the controlling of SEWER SPILLAGE while under construction with the Sewer Pump Stations.

If so ordered by the Engineer, the Contractor shall, at his own cost, water areas of the site from time to time.

PARTICULAR SPECIFICATIONS FOR THE BUILDING WORKS

The following particular specifications for the building works shall be applicable to this project

PA SECURITY FENCING

The fence shall be constructed as specified on Fencing Detail drawings.

PB METALWORK

All metal work shall be hot dip galvanised.

PC PAINTING

Painting shall be as per the Engineer's instructions in conjunction with the paint manufacturer's specifications

PD ELECTRICAL WORKS

All electrical installations as detailed on drawings are to be carried out by qualified and licensed tradesmen and an electrical certificate to be issued on completion.

4 PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None.

5 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

The services listed below will be provided by the Employer subject to the Contractor accepting that the Employer is unable to guarantee they will be available at all times and always in the form or location stated.

- potable water for domestic use is **not** available on site.
- electricity is available on site at a location to be pointed out to the Contractor. The Contractor is required to pay for connecting to the supply, install measuring devices and pay for electricity consumed and disconnecting at the end of the Contract.
- Contractor to make own telecommunication arrangements
- Contractor to provide own ablution facilities
- Contractor to provide own accommodation requirements
- Contractor to provide adequate first aid facilities in terms of the OHSA

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Contractor to provide adequate fire protection to his facilities and materials on site, and adequate measures are to be instituted to prevent fires that originate from the Contractors' premises and facilities spreading to the Employers' premises

The Contractor is expected to:

- hook up to and connect and distribute the available services from the positions of the existing services indicated to him to any other position he requires such services.
- provide stand-by or back up for each service or facility the Employer may provide, in the event of its interruption or failure.
- clear up and make good when the service or facility is no longer required, leave the Employer's facilities in the condition they were before the Contractor first made use of them, fair wear and tear excepted, and
- continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

6 PLANT AND EQUIPMENT

The plant and equipment used on the site shall be as per the manufacturers' specification.

7 UNAUTHORISED PERSONS

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

8 DAILY RECORDS

The Contractor is required to keep daily records of resources (people and equipment employed), and a site diary in respect of work performed on the site, and such documents are to be kept at the Contractor's site office and should be made available to the Employer and Employers' representative on request.

9 PAYMENT CERTIFICATES

Contractor is expected to provide, with his claim, all the relevant data and information in support of and substantiation of claims in payment certificates to expedite the verification and certification by the Employer.

10 PERMITS

The Contractor is required to ensure that all persons and equipment under his control have adequate permits to enter, work in and discharge their duties in the areas that they will be employed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11 **PROOF OF COMPLIANCE WITH THE LAW**

The Contractor is required to ensure compliance with all applicable laws and regulation and is to keep documentary proof of such compliance on site, and such proof to be furnished to the Employer or his representative or any other persons authorized to check such compliance.

C3.3: HEALTH AND SAFETY SPECIFICATION

FOREWORD:

*Complies with Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations of July, 2003.

- *use as a management tool in order to comply with OH & S Act
- *Act takes preference over this document
- *Act must be used as the minimum requirement
- *contact originator of this document if unclear of anything

HEALTH AND SAFETY SPECIFICATION

in terms of the Construction Regulations of the occupational Health and Safety Act (ACT 85) 0F1993

To prepare health and safety specifications for the construction work, and provide any Contractor who is making a bid or appointed to perform construction work for the client with the same

**Project: INSTALLATION AND REPLACEMENT OF ZONAL
VALVES, ZONAL METERS AND PRESSURE REGULATING VALVES IN
NDLAMBE**

Client: Ndlambe Municipality

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Contractor: _____

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1. INTRODUCTION

The client is committed to ensure that the highest health and safety standards are maintained throughout the duration of the Contract by all parties involved.

This document is not a re-write of the OHSa but aims to create specific awareness to aid the Contractor in developing a site specific HS Plan and associated file.

To achieve this the client’s agent has prepared this OHS Specification detailing specific project risks known and sets minimum levels of awareness and guidance to health and safety requirements.

The Contractual responsibility for adhering to these requirements rest with the Contractor.

2. REFERENCES

- 2.1 Occupational Health and Safety Act 85 of 1993 as amended
- 2.2 Notice regarding application of Construction Regulations 2014, March 2014
- 2.3 Drawings
- 2.4 Tender document

3. DEFINITIONS

As contemplated in the Occupational Health and Safety Act 85 of 1993 as amended

4. ABBREVIATIONS

OHSa - Occupational Health and Safety Act 85 of 1993 as amended

OHSs – Occupational Health and Safety Specification

PC – Principal Contractor

PPE – Personal Protective Equipment

MSDS’s – Material Safety Data Sheets

CR – Construction Regulations 2014

OHSMS – Occupational Health and Safety Management System

WSWP –Written Safe Working Procedure

NIHL – Noise Induced Hearing Loss

5. SCOPE

This specification is site specific and encompasses foreseeable health and safety risks and legal requirements associated with this project.

6. OBJECTIVE

- 6.1 Create a healthy and safe environment for everyone exposed to the project work
- 6.2 Legal Compliance
- 6.3 Promote a risk driven approach to ensure that focus is appropriately directed

7. DESCRIPTION OF WORK

The following serves as a summation of the work as detailed in the Tender Document:

- 7.1 REFURBISHMENT AND UPGRADE OF PUMSTATIONS IN NDLAMBE

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DESCRIPTION OF SITE

The site is located on the Ndlambe Municipality’s, **the installation of these meters and valves at the following areas; Alexandria, Bushmans River mouth, Kenton On Sea and Port Alfred** will assist in the generation of improved water balances and leak detection, assisting in reducing NRW. The provision for strategic pressure reducing valves in the various networks to reduce pressure in low lying areas and improve distribution to the higher lying areas. This will also reduce potential leaks in the lower lying areas.

The following information is known however it remains the Contractor’s responsibility to identify and assess all with the implementation of controls in mitigation of its associated risk.

7.2 Existing Structures and Surrounding Land

7.2.1 There are other operational infrastructure in close proximity.

7.3 Existing Services

7.3.1 Water, IT and electrical services are NOT existing on site.

7.4 Existing ground conditions

7.4.1 Geotechnical information is NOT available.

7.5 Existing Road Traffic System

7.5.1 There are no public roads in the vicinity of the site.

7.6 Summation of key hazards by virtue of location

7.6.1 Associated risk neighbouring operations

7.6.2 Current and hidden services

8. DESIGN INFORMATION

The following processes/activities are known to the client however it remains the Contractor’s responsibility to identify and assess all with the implementation of controls in mitigation of its associated risk.

8.1 Critical

8.1.1 FastTrack programme

8.1.2 Bulk earth works, excavations and the use of mobile plant

8.1.3 Electrification

8.2 General

8.2.1 Ordinary construction work

Various activities/processes associated with construction work will be required to expedite this project to include amongst other, the following:

8.2.1.1 Site establishment

8.2.1.2 Concrete work

8.2.1.3 HCS’s – use during construction

8.2.1.4 Hot work – grinding, cutting, etc.

8.2.1.5 Prep and paint

8.3 Summation of key hazards by virtue of design

8.3.1 Current and hidden services

8.3.2 Use of temporary structure – scaffolding, form and support work

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- 8.3.3 Elevated work
- 8.3.4 Use of mobile plant and lifting equipment
- 8.3.5 Electrification and use of electricity
- 8.3.6 Use of HCS's
- 8.3.7 All those associated with activities/processes referred to in point 9.2., Ordinary construction work.

9. LEGAL REQUIREMENTS AND AGREEMENTS

- 9.1 The PC assumes all responsibility and accountability to discharger its duties as contemplated in the OHSA and compliance thereof is mandatory for all under its control.
- 9.2 The PC will enter into a Mandatory Agreement with the client in terms of section 37(2) of the OHSA.
- 9.3 The PC will ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this Contract (entirely or in part) will continue to be legally required of the Contractor to comply with. The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this Contract.
- 9.4 The PC will maintain it status of good standing and enforce similar from all sub-Contractors and retain current copies on site.

10. RISK ASSESSMENT AND CONTROLS

- 10.1 The PC will cause a risk assessment to be conducted by a competent person as contemplated in CR 7 with due consideration to point 8 and 9 of this OHSAS to include the following:
 - 10.1.1 Identification of all hazards associated with the construction work
 - 10.1.2 Analysis and evaluation of the hazards
 - 10.1.3 Development, implementation and maintenance of a documented plan of safe working procedures in mitigation of the risk
 - 10.1.4 Monitoring plan and
 - 10.1.5 Review plan
- 10.2 The following serves as minimum guidelines:
 - 10.2.1 Baseline Assessment
 - 10.2.1.1 A holistic process must be adopted to identify and assess all hazards associated with the foreseeable activities/processes associated with the construction work with reference to the following:
 - 10.2.1.1.1 Legal compliance
 - 10.2.1.1.2Physical
 - 10.2.1.1.3Chemical
 - 10.2.1.1.4Biological
 - 10.2.1.1.5Mechanical
 - 10.2.1.1.6Ergonomics

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10.2.1.1.7 Psycho-social

10.2.1.1.8 Behavioural

10.2.1.1.9 Environmental

10.2.2 Issues Based Assessment

10.2.2.1 And issues based assessment must be conducted in the eventuality of a substantial change in the following or as a result of an incident:

10.2.2.1.1 People

10.2.2.1.2 Methods

10.2.2.1.3 Plant and Equipment

10.2.2.1.4 Materials, products and by-products

10.2.2.1.5 Working environment/conditions

10.2.2.1.6 Natural environment

10.2.2.2 Additional in-depth assessment may be required for high risk activities/processes and/or as required by law to include amongst other, the following:

10.2.2.2.1 Fall Protection

10.2.2.2.2 Demolition Plan

10.2.3 Continues Based Assessment

10.2.3.1 Continues based assessments will be facilitated through daily inspections, checks and audits with the implementation of corrective and remedial action.

10.2.4 Control measures

High risk activities/processes are inherent to the construction industry and require a formal OHSMS. The risk is further compounded by the scope of work and the geographical location of the site and thus will require the following when appropriate.

Where reasonably practicable the hierarchy of control must me as follows:

- o Eliminate
- o Engineering
- o Administrative
- o **PPE for COVID-19 RISKS & MITIGATION PLANS**

10.2.4.1 SOP must be developed for all major/high risk processes as dictated by the process flow/risk assessment to include amongst other, the following:

10.2.4.1.1 Site establishment

10.2.4.1.2 Site preparation

10.2.4.1.3 Mobile Plant and Equipment

10.2.4.1.4 Ergonomics

10.2.4.1.5 Electrical Installations and Portable Electrical Equipment

10.2.4.1.6 Elevated work

10.2.4.1.7 Contractor control

10.2.4.1.8 Incident reporting, investigation and recall

10.2.4.1.9 Hazardous Chemical Substances

10.2.4.2 Procedures and Plans must be developed as governed by legislation and the risk assessment to include amongst other, the following:

10.2.4.2.1 Emergency Preparedness and Response Plan

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- 10.2.4.2.2Fall Protection Plan
- 10.2.4.2.3Roof Plan
- 10.2.4.2.4Lock-out Procedure
- 10.2.4.2.5Work Permit System
- 10.2.4.2.6Work in confined space
- 10.2.4.3 Method Statement must be developed and approved by the designer for all high risk installation work with the subsequent development of a WSWP.
- 10.2.4.4 A Training Needs Analysis must be conducted and the applicable training provided to include amongst other, the following:
- 10.2.4.4.1Induction
- 10.2.4.4.2Risk
- 10.2.4.4.3Emergency Preparedness and Response
- 10.2.4.4.4WSWP's
- 10.2.4.4.5Plant and machinery operators
- 10.2.4.4.6Cranes and lifting equipment
- 10.2.4.4.7Fall Protection Plan
- 10.2.4.4.8Scaffolding
- 10.2.4.4.9HS Representative, First Aid and Fire Fighting
- 10.2.4.5 A medical surveillance programme must be implemented to address amongst other, the following:
- 10.2.4.5.1Baseline
- 10.2.4.5.2NIHL
- 10.2.4.5.3Medical and Physiological fitness

12.

HEALTH AND SAFETY PLAN

12.1

Overview

- 12.1.1 The PC will provide and demonstrate to the client a suitable and sufficiently documented health and safety plan based on this Specification, the OHSA and appropriate to his risk assessment which will be applied from the date of commencement of and for the duration of execution of the works.
- 12.1.2 The PC will, in submitting his Tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements and the OHSA.
- 12.1.3 The PC will consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Contractor in terms of this Specification and the OHSA.
- 12.1.4 The PC will ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client/Agent, an Inspector.
- 12.1.5 The PC will ensure that a health and safety file, which will include all documentation required in terms of the provisions of this Specification and the OHSA is maintained and kept on site and made available to the Client/Agent and Inspector upon request. Upon completion of the works, the PC will hand over a consolidated health and safety file and Close-out Report to the client.

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12.1.6 The PC will, throughout the execution of the Contract, ensure that all conditions imposed on his sub-Contractors in terms of the OHSA are complied with.

12.1.7 The PC will from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan will be submitted to the PC for approval.

12.2 **Content Requirement**

The following is a guideline as to the minimum requirements that need to be addressed in the HS Plan:

12.2.1 Project Directory

12.2.1.1 Contact details of Client, Principal Agent, Client Agent, Engineer, etc.

12.2.2 Description of site

12.2.3 Scope of work

12.2.3.1 Scope of work and process flow of activities

12.2.4 HS Specification

12.2.4.1 Acknowledgement and intent to comply

12.2.5 Legal requirements, appointments and agreements

12.2.5.1 Intent to sign Mandatory Agreement

12.2.6 Notification of construction work

12.2.7 OHS Management System

12.2.7.1 Overview

12.2.7.2 Policy

12.2.7.3 Risk Assessment

12.2.7.3.1 Protocol as contemplated in point 10, Risk Assessment

12.2.7.4 Structure and Responsibility

12.2.7.4.1 Organogram

12.2.7.4.2 Appointments and competencies

12.2.7.5 Contractor Control

12.2.7.5.1 List of activities/processes that will be outsourced

12.2.7.5.2 OHSAS

12.2.7.5.3 Approval of HS Plan

12.2.7.5.4 Competency and appointment

12.2.7.5.5 Mandatory Agreement

12.2.7.5.6 Monthly audits

12.2.7.6 Induction and Training

12.2.7.6.1 Training Need Analysis and Programme

12.2.7.6.2 Induction Manual

12.2.7.6.3 Training Record

12.2.7.7 Communication and Awareness

12.2.7.8 Establishment and Occupation of Site

12.2.7.8.1 Site Rules

12.2.7.8.2 Legal compliance

12.2.7.8.2.1 Protocol for the identification and adherence to all relevant legislation

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- 12.2.7.8.3Perimeter fence, signage and access control
- 12.2.7.8.4Energising of site
 - 12.2.7.8.4.1 COC and inspections
- 12.2.7.8.5Site Office
 - 12.2.7.8.5.1 Provision for adequate facilities to expedite the administrative requirements associated with this project
 - 12.2.7.8.5.2 Protocol on prevention and facilitation of complaints
- 12.2.7.8.6Staff welfare
 - 12.2.7.8.6.1 Provision for adequate facilities
- 12.2.7.8.7Emergency Preparedness and Response
- 12.2.7.8.8Housekeeping and Waste Management
- 12.2.7.8.9Hazardous Chemical Substances
 - 12.2.7.8.9.1 Alphabetical list and MSDS's
 - 12.2.7.8.9.2 Risk Assessment
 - 12.2.7.8.9.3 Training
- 12.2.7.8.10 Stacking and storage
- 12.2.7.8.11 Personal Protective Equipment
 - 12.2.7.8.11.1 Matrix
 - 12.2.7.8.11.2 Issues and intent to wear
 - 12.2.7.8.11.3 Training
 - 12.2.7.8.11.4 Control
- 12.2.7.8.12 Plant and Equipment
 - 12.2.7.8.12.1 List of envisaged plant and equipment to be used
 - 12.2.7.8.12.2 Control measures
- 12.2.7.9 Incident Reporting, Investigation and Recall
- 12.2.7.10 Monitoring and Review
- 12.2.7.11 Recordkeeping
 - 12.2.7.11.1 HS File
 - 12.2.7.11.1.1 Reference to all relevant documentation.

13.
HEALTH AND SAFETY FILE

The PC will maintain all relevant documentation on site and make such available to the client and an Inspector on request as dictated by the act and these specifications.

14.
GENERAL

Nothing contained in or omitted from this Health and Safety Specification, or Health and Safety Plan based on this specification, will relieve the PC of any of its obligations or liabilities.
The Client /Agent will not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

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Witness 1
Witness 2



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION: HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of Workers involved in this project for the duration of construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sex behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy style with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Provider
- Informing Workers of their rights with regard HIV/AIDS in the work place
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognized and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by Service Provider which has been approved by the Representative/Agent

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any Sub- Contractors, who is on site for a minimum period of 30 days in all

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus
- AIDS : Acquired Immune Deficiency Syndrome
- STI : Sexually Transmitted Infection

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3 **BASIC METHOD REQUIREMENTS**

The Contractor shall, through Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the Workshops and which will be suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and sub – Contractors on site
- When new Workers of the Sub – Contractors will join the construction project
- Duration of Workers and Sub – Contractors on site
- How the maximum numbers of Workers can be targeted with workshops
- How the Contractor prefers the workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if applicable)
- Preferred time of date or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for the Approval within 21 days after the Tender acceptance date. After Approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to the commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics; VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;

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- 3.11 How the workshops will fit in with the construction programme;
 - 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
 - 3.13 How the video will be used;
 - 3.14 How the Service Provider will elicit maximum participation from the Workers;
 - 3.15 A question and answers slot (interactive session)
- The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

4 HIV/AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop as deemed practicable by the Contractor, provided all Workers are exposed to all aspects of the workshop as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has added the advantage that messages are reinforced overtime while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

4.2.2 Service Providers

A database of recommended Service Providers is available from al Regional offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

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4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Workers will be able to differentiate between HIV and AIDS and comprehend whether or not curable. The Worker will also be able to explain how HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

- 1. Define and describe HIV and AIDS
- 2. List and describe the progression of HIV/AIDS

4.2.3.2 UNIT 2: Transmission of HIV virus

After studying and understanding this unit, the Workers will be able to differentiate between HIV and AIDS and comprehend whether or not curable. The Worker will also be able to explain how HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

- 1. Record in what bodily fluids the HI virus can be found
- 2. Describe how HIV/AIDS can be transmitted
- 3. Describe the ability to distinguish between HIV/AIDS is transmitted and misconceptions around transmittance or HIV/AIDS

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Workers will comprehend how to act in a way that would minimize the risk of HIV/AIDS infection and use measures to prevent HI virus from entering bloodstream

Assessment Criteria:

- 1. Report on how to minimize the risk of HIV/AIDS infection
- 2. Report on precautions that can be taken to prevent HIV/AIDS infection
- 3. Explain and demonstrate how to use a male and female condom
- 4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Workers will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post- test counselling

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Assessment Criteria:

- Describe methods of testing for HIV/AIDS infection
- Report on why voluntary testing is important
- Report on why pre- and post-test counselling is important

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Workers will be able to recognise the importance of caring for people living with HIV/AIDS and able to manage HIV/AIDS

Assessment Criteria:

- List and describe ways to manage HIV/AIDS
- Describe nutritional needs of people living with HIV/AIDS
- Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
- Explain the need for counselling and support to people living with HIV/AIDS

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Workers will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria:

Discuss anti-retroviral therapy

- List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
- Describe the need for treatment of opportunistic disease for people living with HIV/AIDS
- Describe post exposure prophylactics

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Workers will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

- Discuss the rights of a person living with HIV/AIDS in the workplace
- Discuss the responsibilities of a person living with HIV/AIDS in the workplace
- Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

4.3 Displaying **of plastic laminated posters and distribution of information booklets**

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The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rests areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14days after site handover, or as soon as the Worker joins the site

5 **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contactor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the Contract. The Contractor may obtain condom dispensers from Department of Health and condoms may be obtained from the Local Clinic or Department of Health

At least one male and one female condom dispensers and sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site handover. Contractors should note that the arrangements to obtain condoms from the Department of Health clinics prior to the site hand over may be necessary, to ensure that condoms are available within 14 days of site hand over

Condoms shall be made available in areas highly trafficked by Workers, including toilets, rests areas, the site office and compounds

6 **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTEDINFECTION (STI)**

The Contractor shall provide Workers with the names of the closest Service Provider that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection(STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all the 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 the necessary skills to handle questions regarding HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liaising with the Service Provider on organizing awareness workshop;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets
- 7.4 Placing and maintaining posters

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this Contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Ndlambe Municipality's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the Contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART : 1	
CONTRACTORS MONTHLY REPORT	
Project No:	Project Name:.....
Contract No:.....	
Contractor Name:.....	
Claim No:.....	For period ending:.....
Date of Report:.....	
The Contractor's Monthly Report comprises an integral part of the Contractor's Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e. "No Report- No Payment"	
Attachments:	
Part 2	Overall Project Worker Schedule: Schedule of all labourers employed since the start of the project
Part 3	Weekly Task Wage Register
Part 4	Local Labour Schedule

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contractor No:.....

Project No..... Project Name:.....

Month of Report:.....

Names of all Local Workers employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project

No.	Name of Local labourer	Identity Number	Month Worker Started	Age	Tick if Yes								Tick in the box w/c corresponds to the Gender and Age of the Worker				
					Female Head Household with Dependants	Disabled	Labourer	Skilled	Supervisor	Clerical	Managerial	Professional	Women Over 35 yrs 2A	Women 35yrs& Under2B	Men Over 35 yrs2C	Men 35 yrs& Under 2D	
Totals for this sheet																Total No. of workers Employed on the Project	
Totals from previous sheet																	
Total carried forward																	
					(A)	(B)	(.C)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N) = (J+K+L)

WEEKLY TASK REGISTER (local labourers only)

Contractor No:.....

Project No.

Project Name:

Week Ending:

Sheet:of.....

[illegible]

Completed by:

Name:.....Signature:.....Capacity.....Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 4

LOCAL LABOUR AND MATERIAL SCHEDULE

Contract No:.....
Project No:.....
Claim No:.....

Date of Report:.....
Project Name:.....
For Period Ending:.....

Contractor Name:.....

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Transfer to 2 in table below

Week No.		Total Day Tasks/Person	
No.	Week Ending	Days Worked (Total of (A) from Form 4 for each week)	Total Amount Paid (Total of (B) from Form4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on local labour this month (from previous claim)	R
2. Amount Spent on local labour this month (from total above)	R
3. Total Amount Spent on local labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed-columns refer to columns in Part 2						No. of local workers who worked on the project to date (from part2)	% of Total
1. Total No. of individual local workers who have worked on the Project (column N)							
2. How many of the Total No. are local youth (35yrs&under) (column B&D)							
3. How many of the Total No. are local women (column A +B)							

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 5

SITE INTENIARY OF PLANT AND EQUIPMENT

PROJECT NO:.....PROJECT NAME:.....

MONTH OF REPORT:.....SHEET.....OF.....

DESCRIPTION OF ALL EQUIPMENT AND PLANT ARE TO SHOWN IRRESPECTIVE
WHETHER THEY ARE OWNED OR LEASED

No.	Description	Length of usage
-----	-------------	-----------------

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ENVIROMENTAL COMPLIANCE PLAN

PROJECT NO:.....PROJECT NAME:.....

MONTH OF REPORT:.....SHEET.....OF.....

DESCRIPTION ALL ACTIVITIES AND ENVIROMENTAL CONTROL THEREOF:
WHETHER THEY ARE OWNED OR LEASED

ITEM	DESCRIPTION	COMPLIANCE
1	Clearance of vegetation	
2	Portable water	
3	Ablution facilities	
4	Electricity supply	
5	Soil management	
6	Access and traffic management	
7	Material handling & storage	
8	Spoil Areas	
9	Stockpile Areas	
10	Concrete bathing site	
11	Dust Control	
12	Gases and smoke	
13	Noise	
14	Alien Vegetation	
15	Surfacing water & erosion	
16	Pollution	
17	Fire prevention and control	
18	Waste Management	
19	Rehabilitation of site	

Contractor
Witness 1
Witness 2
Employer
Witness 1
Witness 2

OCCUPATIONAL HEALTH AND SAFETY (OHS)

PROJECT NO:.....

PROJECT NAME:.....

MONTH OF REPORT:.....

SHEET.....OF.....

THE OCCUPATIONAL HEALTH AND SAFETY ACT ID TO BE FAMILIARISED WITH AS THIS IS A STRATEGIC COMPLIANCE

ITEM	DESCRIPTION	COMPLIANCE
1	Safety signs	
2	Demarcation of construction and fencing	
3	Access points	
4	Excavation	
5	Emergency no's and contact person	
6	First aid box on site	
7	Appropriate attire viz hard hats.etc	
8	Flammable and chemical storage	
9	On site fires	
10	Fire extinguishers	

ALSO COVID-19 HEALTH & SAFETY PRECAUTIONERY MEASURES:

ITEM	DESCRIPTION	COMPLIANCE
1	Thermometer	
2	Mask	
3	Sanitiser	
4	Excavation	

Refer to the attached Covid-19 Risk & Mitigation Plans for more compliance measures.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

HIV/AIDS CHAMPION PROGRAMME

PROJECT NO:..... PROJECT NAME:.....

MONTH OF REPORT:..... SHEET.....OF.....

DESRCIPTION OF ALL DELIVERABLES RENDERED UNDER THIS REQUIREMENT AND
RESPECTIVE OUTPUTS TO BE STATED

ITEM	DESCRIPTION	% COMPLETED
1	Workshop	
2	Training	
3	Video-Reviewing	
4	Student manuals and materials	
5	Information booklets and posters	
6	Laminated posters in Site Office	
7	Condom supply	
8	Information of closet Medical Care	
9	Monitoring of programme	
10	Monthly reporting	
11	Certificate issue to Contractor	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 8

CONTRACTOR:				
ATTENDANCE REGISTER-HIV/AIDS WORKSHOPS				
NAMES	DATES			

SCHEDULE A					
HIV/AIDS PROGRAMME: SITE CHECKLIST					
When did construction commence					
Name of Ndlambe Municipality Project Manager					
<i>Please refer to HIV/AIDS Programme activities during the reporting period</i>					
<i>Tick the block if Contractor satisfactorily complied with specifications</i>					
DATE		PI	PI	PI	PI
Programme implemented within 14 days of site handover					
Awareness champion on site					
HIV/AIDS awareness service provider report					
Male condom dispenser					
Sufficient male condoms available					
Male condom dispenser in a highly trafficked area					
Female condom dispenser					
Sufficient female condoms available					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Female condom dispenser in a highly trafficked area				
All four types of posters displayed				
Posters in a good condition				
Posters in a highly trafficked area				
Posters displayed on local support services: clinic & VCT centre				
Support service posters/ in highly trafficked area				
Support service posters/ in a good condition				
Please indicate the applicable number for the reporting period				
Workers on payroll (at PI)				
Sub-Contractors who will be on site for longer than 30 days (at PI)				
Workshops attendees				
Number of workshops held				
Scheduled workshops according to approved workshop plan				
Booklets distributed				
Male condoms distributed				
Female condoms distributed				
Representative/Agent.....				
Contractor.....				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C4. SITE INFORMATION

The site is located at the **following areas around Ndlambe Municipal jurisdiction; Alexandria, Bushmans River mouth, Kenton On Sea and Port Alfred.**

The defined working areas, entrances, site restrictions, etc. will be defined in detail at the Mandatory Briefing session.

EXISTING PREMISES ON SITE

Prospective Bidders are to take cognizance of the fact that **Installation and replacement of Zonal Valves, Zonal Meters and replacement of Pressure Regulating Valves** will take place within existing and occupied premises and Bidder's attention is drawn to the following specific requirements:

- Dust Control – watering down of access and work areas may be necessary to control dust.
- Existing Services - works will be executed around numerous existing services and installations the location of some of which may be unknown and hence extra care needs to be exercised to protect the services.

Contractor

Witness 1

Witness 2

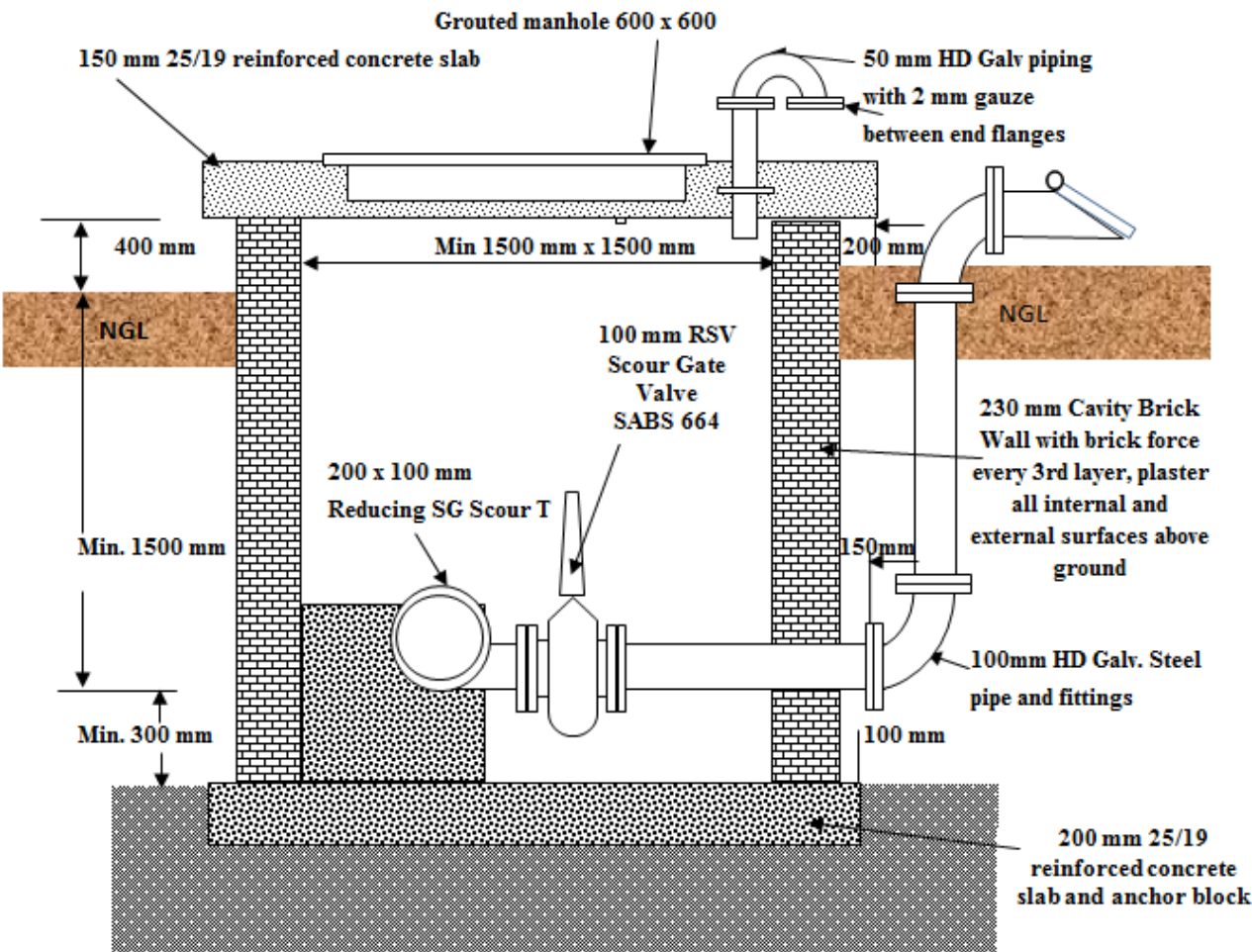
Employer

Witness 1

Witness 2

DRAWINGS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Note: All fastners to be Stainless Steel with copper slip on threads

P & S CONSULTING ENGINEERS		Approved	Scale
P.O. Box 91 ALEXANDRIA 6185 Tel : 046 653 0770/Fax 086 669 5569 Email : psconsulting@intekom.co.za			NTS
CONTRACT No.	CLIENT	Date	Drawing No.
Typical Scour Chamber		PS 10/03	
		Date:	October 2010

Contractor

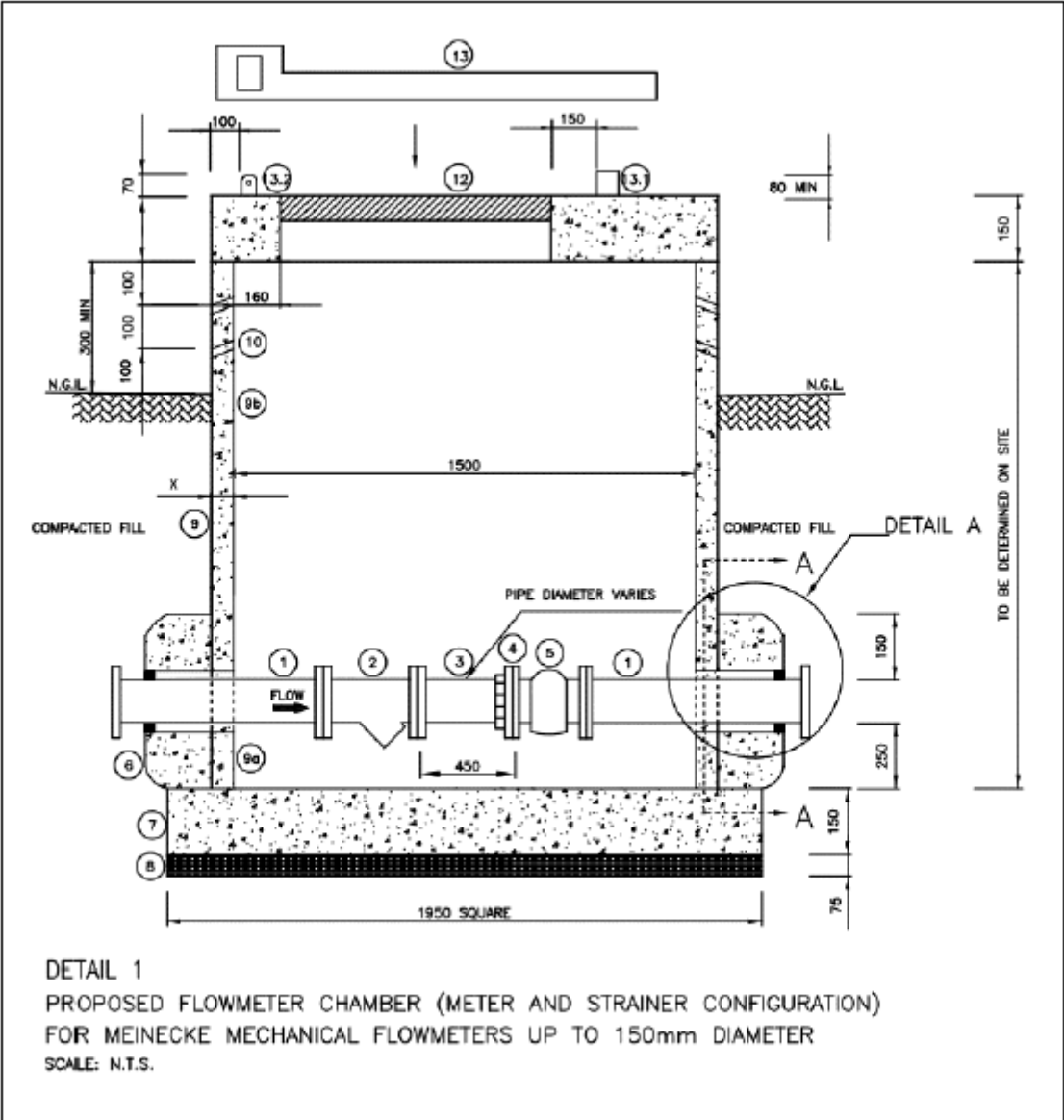
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2