

**MFS CHARTERED ACCOUNTANTS (SA)
INCORPORATED**



BID NO.: MFS 2023/24-02 ZA202

**SOURCING OF A TURNKEY CONTRACTOR (ENGINEER,
PROCURE AND CONSTRUCT) – BURGERSDORP WATER SUPPLY**

BIDDER:

TENDERER CSD NUMBER:

TENDERER TCS PIN:

TENDER AMOUNT:
(Including VAT, Escalation and Contingencies)

CLOSING DATE: 05 DECEMBER 2023

CLOSING TIME: 11H00

PREPARED BY:

**MFS CHARTERED ACCOUNTANTS (SA) INCORPORATED (IMPLEMENTING AGENTS)
UNIT 4 GLENCOOMBE FLATS
45 LEEDS ROAD
MTHATHA
TEL: 047 531 3760**

**ON BEHALF OF:
THE JOE GQABI DISTRICT MUNICIPALITY
CNR COLE & GRAHAM STREETS
BARKLY EAST, 9786
TEL: 045 979 3000**

CONTRACT NO.: MFS 2023/24-02 ZA202

SOURCING OF A TURNKEY CONTRACTOR (ENGINEERING, PROCUREMENT AND CONSTRUCTION)

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DOCUMENT CHECKLIST

This document checklist is provided to assist the Tenderer.

	ITEMS	CHECKED
1	Returnable Schedules in Section T2.2	<input type="checkbox"/>
2	Correct Tender Offer carried forward to C1.1 Form of Offer and Acceptance and the Form of Offer duly completed and signed.....	<input type="checkbox"/>
3	Bill of Quantities:	
	i) Completed in legible INK only.....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled	<input type="checkbox"/>
4	Contract specific data provided by the Contractor	<input type="checkbox"/>

PART T1: TENDERING PROCEDURES

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T1.1 TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Professional Service Providers for the **SOURCING OF A TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT) – Burgersdorp Water Supply**.

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	ESTIMATED CONTRACT PERIOD	CIDB GRADING	CLOSING DATE
MFS 2023/24-02 ZA202	Sourcing of a Turnkey Contractor (Engineer, Procure and Construct): Burgersdorp Water Supply – Augmentation of Water Supply to Thembisa Township.	Date: Wednesday the 22 nd of November 2023 Time: 10H00 Venue: Burgersdorp Waste Water Treatment Works.	4 Months (To be confirmed on submission by the service provider).	5CE or Higher	05 December 2023

MFS Chartered Accountants, invites tenders, experienced in Engineering, Procurement and Construction (EPC) contract for this Water infrastructure project. The estimated project duration is 4 months inclusive of design and construction works; however the final project duration will be confirmed by the engineering designs.

Detailed tender documents will be available from 15 November 2023 as follows:

Bid documents will be available from the MFS Chartered Accountants (SA) Incorporated (hereinafter referred to as MFS Chartered Accountants or the Implementing Agent) website www.multi-fs.co.za

A compulsory briefing session will be held on Wednesday, 22 November 2023 commencing at 10:00 am at the Burgersdorp Wastewater Treatment Plant, Burgersdorp where the Employer’s representatives shall take the prospective tenderers to the site of the works. Tenderers arriving 15 minutes after the commencement of the briefing shall not be allowed into the briefing session.

Tenders in sealed envelopes endorsed “**TENDER NO: MFS 2023/24-02 ZA202: Sourcing of a Turnkey Contractor (Engineer, Procure and Construct)**” must be placed in the formal Tender Box situated at the **JOE GQABI DISTRICT MUNICIPALITY satellite offices at 19 Smith Street, before closing time of 11H00 on Tuesday, 05 December 2023**, when tenders will be opened in public.

EVALUATION CRITERIA

1. Bids will be evaluated on the functionality criteria and bid that scores less than 111 out of 145 points will be considered non-responsive and will not proceed to the next stage of evaluation, the price.
2. Tenders must have a minimum CIDB contractor grading designation of 5CE or Higher. Accordingly, the professional engineering consultant is to demonstrate adequate experience of managing projects of a grade 5CE or Higher.
3. Only tenderers who comply with the functionality criteria for the experience of key persons, the tenderer’s past performance in similar projects, and a sound proposed approach and methodology, as stated in the Tender Data, will be eligible to be considered for further evaluation.

4. Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Works for Labour-enhanced competencies for management and supervisory personnel.
5. Bids shall be evaluated based on the 80/20 points system within the ambit of the Preference Procurement Policy Framework Act No.5 of 2000 and Preferential Procurement Regulations 2022. Preference points shall be calculated after prices have been brought to a comparative basis taking into account unconditional discounts. Points scored will be rounded off to the nearest 2 decimal places. Points obtained for price shall be added to preference points claimed to determine the final score.
6. Bids will firstly be evaluated on functionality, and thereafter on a preferential procurement points system.

Price and Specific Goals

Price :80
Specific Goals :20

Maximum points of 20 points will be awarded for specific goals in respect of the tenderer. Points scored on specific goals will be added to the points scored for price. To claim points for Specific goals, a copy of Identity documents of Shareholders and Directors, Central Supplier database form (CSD) and Company Registration Documents must be attached for HDI and proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only) must be attached for locality.

It must be expressly understood that MFS Chartered Accountants disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way, are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. NB: No Tenders will be considered from persons in the service of the state.
2. The Joe Gqabi District Municipality Supply Chain Management Policy will apply.
3. MFS Chartered Accountants 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 and to award to more than one bidder.
4. The standard tender conditions will apply.
5. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
6. All pages must be signed where necessary.
7. Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed.
8. Bids submitted are to hold good for a period of 90 days after the closing date.
9. Bid documents must remain intact.
10. Use of Tippex will render the bid non- responsive.
11. Bidders must be registered on National Treasury's Central Supplier Database (CSD)
12. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate
13. The municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors, to the municipality or municipal entity, to any other municipality, or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing.
14. Declaration pages must be fully completed and signed.
15. Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
16. Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted.
17. Certificate of good standing for workmen's compensation to be submitted with the tender.
18. Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
19. Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.

MFS Chartered Accountants reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Ms L Milisi (Project Manager) by e-mail to: lusandamilisi@multi-fs.co.za / milisilusanda@gmail.com during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

SCM-related enquiries should be directed to Ms T Mkhize (SCM Practitioner) at MFS Chartered Accountants by email to: thando@multi-fs.co.za / thandosdumkhize@gmail.com during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by

Mr. Z. Luswazi
Managing Director
MFS Chartered Accountants (SA) Incorporated

1.2 TENDER DATA

The Joe Gqabi District Municipality’s Supply Chain Management Policy and the Occupational Health and Safety Act are applicable to this contract. However in case of any ambiguity, the Joe Gqabi District Municipality’s Supply Chain Management Policy takes precedence.

The Tender Data makes several references to the Supply Chain Management Policy for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Joe Gqabi District Municipality’s Supply Chain Management Policy.

Clause Number	Data
C.1.2	<p>The Tender Documents consist of the following:</p> <p>(a) This Project Document, which contains the following:</p> <p>PART T1: TENDERING PROCEDURES</p> <p style="padding-left: 20px;">T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p style="padding-left: 20px;">T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Performance Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA</p> <p style="padding-left: 20px;">C2.1 Pricing Assumptions C2.2 Bill of Quantities</p> <p>PART C3: SCOPE OF WORKS</p> <p style="padding-left: 20px;">C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION</p> <p style="padding-left: 20px;">C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p> <p>(b) Drawings (issued separately by the Employer).</p>

Clause Number	Data
	<ol style="list-style-type: none"> 1. ‘SANS Standard Specifications 2020 edition’. This document is obtainable separately and Tenderers shall obtain their own copy. 2. ‘Occupational Health and Safety Act No. 85 of 1993’, ‘Occupational Health and Safety Amendment Act No. 181 of 1993’, and the ‘Construction Regulations, 2014’ (Government Notice No. R. 489 published in Government Gazette No. 40883 of 2 June 2017,)’. These documents are obtainable separately and Tenderers shall obtain their own copies. 3. ‘Construction Industry Development Board Act No. 38 of 2000’ as amended and the ‘Regulations in terms of the Construction Industry Development Board Act No. 38 of 2000’ (Government Notice No. R. 692 published in Government Gazette No. 26427 of 9 June 2004, as amended). 4. ‘General Conditions of Contract for Construction Works 3rd Edition, 2015’ 5. In addition, Tenderers are advised that for their own interest, that they should obtain own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of labour.
C.2.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders.</p> <p>(a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) of the Construction Industry Development Regulations, for a 5CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Only contractors whose CIDB status is “Active” at the time of evaluation will be considered for further evaluation. Contractors whose status is “Suspended” or “Expired” will not be considered for evaluation and will be disqualified from the bidding process.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> (i) every member of the joint venture is registered with the CIDB; (ii) the lead partner has a contractor grading designation in the 5CE or higher class of construction work; or not lower than one level below the required grading designation in the class of construction work under consideration and possesses the required recognition status; and (iii) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work, or a value determined in accordance with Regulation 25(1B) of the Construction Industry Development Regulations.

Clause Number	Data
	<p>(b) Central Supplier Database</p> <p>Tenderers, or in the case of a joint venture, each member of the joint venture, must be registered on the Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement, will be considered non-responsive.</p> <p>Prospective suppliers should self-register on the CSD website www.csd.gov.za.</p>
C.2.7	<p>It is compulsory that the contractors attend the clarification meeting / tender briefing meeting. The arrangements and venue for the compulsory Clarification Meeting are:</p> <p>Venue: Burgersdorp Waste Water Treatment Works, Burgersdorp</p> <p>Date: Wednesday 22nd of November 2023 at 10h00</p> <p>E-mail: thando@multi-fs.co.za</p> <p>Over and above the clarification meeting referred to above, the tenderer shall conduct a compulsory detailed plant assessment at own cost, this as a precursor to developing own bill of quantities. Attention is further drawn to this requirement in item C2.1 – Pricing Assumptions.</p>
C.2.10	<p>All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Service (SARS).</p>
C.2.11	<p>Where the space is inadequate, tenderers are welcome to retype the tender document; however the original document replaced must also be submitted.</p>
C.2.13.5	<p>The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: JOE GQABI DISTRICT MUNICIPALITY Satellite Offices. 19 Smith Street, Aliwal North, 9750.</p> <p>Identification Details: Contract No: MFS 2023/24-02 ZA202</p>

Clause Number	Data
C.2.15	<p>The closing time for submission of Tender Offers is:</p> <p>Tuesday the 5th of December 2023.</p> <p>Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.</p>
C.2.16	<p>The tender offer validity period is ninety (90) days, calculated from the date of bid closure.</p>
C.2.18	<p>The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-enhanced portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement (refer to Returnable Schedule H).</p>
C.2.19	<p>Access to the site shall be provided for inspections by personnel acting on behalf of the tenderer.</p>
C.2.23	<p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
C.3.4	<p>The time and location for opening of the tender submissions are:</p> <p>Time: 11h00</p> <p>Date: Tuesday the 5th of December 2023</p> <p>Joe Gqabi District Municipality satellite offices, 19 Smith Street, Aliwal North, 9750.</p>
C.3.5	<p>This will be a one-envelope tender process.</p>
C.3.8	<p>A material deviation or qualification is one which, in the employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

C3.11.1

Evaluation criteria

The evaluation will be done in 3 stages according to the table below:

EVALUATION PROCESS	
STAGE 1	
Administrative requirements	1A) Mandatory administrative requirements
	1B) Non-Mandatory administrative requirements
STAGE 2	
Technical/Functional criteria	Testing of capacity and assessment of Methodology – Bidders to achieve a minimum threshold of 80% taking into account the subminimum points per qualifying area.
STAGE 3	
Price	100%

Stage 1 Administrative requirements

Stage 1A: Mandatory Administrative requirements

Failure to comply with the above will lead to automatic disqualification.

1. ALL standard bidding document (SBD) shall be filled in full, signed and witnessed.
2. Required certificates and proof of academic qualifications and all returnable schedules as per T2.2.
3. Form of offer and acceptance needs to be submitted filled in full and signed.
4. Authority to sign page needs to be submitted and person(s) given authorities shall be the same as the signature that appears in the document.
5. Programme Of work(requirements)
 - Duration
 - Critical path
 - Community involvement
 - Finances of service providers

Stage 1B Non-Mandatory Administrative requirements

These are requirements that will not disqualify the bid but will need to be complied with e.g. Tax clearance cert CSD/CIDB.

A service provider needs to acknowledge and accept an undertaking.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.)

In line with the specifications

Stage 2: Functionality

The second stage of the evaluation of tender offers will be based on functionality (technical proposal).

Stage 3 Price

Stages of prices as per the ECSA % of life cycle of project.

Clause Number	Data								
	<p>The bidder is responsible to provide a full and comprehensive bill of quantities (SANS) containing all elements of the project including engineering fees (ECSA) and disbursements. This should be part of the Schedule C1 cost. A construction programme is also required to monitor milestones within the project.</p> <p>The scope of work for this contract is classified in the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>CIDB Standards for Uniformity</i></th> <th style="text-align: center;"><i>YES / NO</i></th> </tr> </thead> <tbody> <tr> <td>Simple / straightforward / routine work: where the tasks of activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>Complex work – characterized by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(If this evaluation criteria is selected please include functionality).</i></td> <td style="text-align: center;">NO</td> </tr> <tr> <td>Specialist work – requiring considerable innovation, creativity and expertise or skill (or both) or work that has a high downstream impact. <i>(If this evaluation criteria is selected please include functionality).</i></td> <td style="text-align: center;">YES</td> </tr> </tbody> </table> <p>The functionality criteria and weighting for each of the sub-criteria on which the Technical Proposal submitted with Returnable Schedule M will be evaluated, as indicated in the following table.</p>	<i>CIDB Standards for Uniformity</i>	<i>YES / NO</i>	Simple / straightforward / routine work: where the tasks of activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.	NO	Complex work – characterized by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(If this evaluation criteria is selected please include functionality).</i>	NO	Specialist work – requiring considerable innovation, creativity and expertise or skill (or both) or work that has a high downstream impact. <i>(If this evaluation criteria is selected please include functionality).</i>	YES
<i>CIDB Standards for Uniformity</i>	<i>YES / NO</i>								
Simple / straightforward / routine work: where the tasks of activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.	NO								
Complex work – characterized by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(If this evaluation criteria is selected please include functionality).</i>	NO								
Specialist work – requiring considerable innovation, creativity and expertise or skill (or both) or work that has a high downstream impact. <i>(If this evaluation criteria is selected please include functionality).</i>	YES								

TECHNICAL / FUNCTIONALITY POINTS (120)

The quality criteria and maximum score in respect of each of the criteria are as follows:

The Professional Service Provider (PSP) (Civil Engineering Consultant) will be evaluated on functionality, the maximum points to be scored is 120 points and minimum 95 points: Should the PSP score less than minimum points, it will be considered non- responsive and will not proceed to further evaluation. The PSP will be evaluated for functionality on the following criteria and weight:

NB.: Tenderers will be required to score minimum points on each criterion in order to proceed to further evaluation

TECHNICAL / FUNCTIONALITY POINTS (120)

Table A1

SCORING QUALITY FOR TABLE A1 BELOW: (Maximum of 20 Points are allocated and a minimum of 16 Points must be obtained by the tenderer)

- Experience on previous contracts of a completed project with a similar scope and of similar value completed over last five years.
- Reference details must be valid in order to ensure gathering of relevant information. Experience must be on the Construction of Large Scale WTW Projects.
- The tenderer must submit an appointment letter, refence letter and completion certificate for each project.
- Points shall be allocated to tenderers who submit all the required documentation per project.
- Points shall be awarded as follows below for each project completed with a traceable reference:

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder. (<i>Bidders are to attach both Engineering & Construction experience under this category for full points</i>)	Relevant Experience in five Large Scale WTW Projects above R40 million completed in the past 5 years		20	Appointment letter, reference letter and Completion Certificate (All to Be Certified)
	Relevant Experience In four Large Scale WTW Projects above R40 million completed in the past 5 years		16	Appointment letter, reference letter and Completion Certificate (All to Be Certified)
	Relevant Experience In three Large Scale WTW Projects above R40 million completed in the past 5 years		12	Appointment letter, reference letter and Completion Certificate (All to Be Certified)
	Relevant Experience in Two Large Scale WTW Projects above R40 million completed in the past 5 years		8	Appointment letter, reference letter and Completion Certificate (All to Be Certified)
	Relevant Experience in One Large Scale WTW Projects above R40 million completed in the past 5 years		4	Appointment letter, reference letter and Completion Certificate (All to Be Certified)

Note: Where appointed project values received from tenderers for consideration exceed the value stated above, a maximum of 4 points shall be awarded per project. Tenderers who do not submit at least one project shall be disqualified and not considered for further evaluation. Minimum points to be scored under this functionality is 16. Maximum available points is 20 points.

TABLE A2: FINANCIAL REFERENCES

SCORING QUALITY FOR TABLE A2 ABOVE- (Maximum 10 Points are allocated and a minimum of 6 points must be obtained by the tenderer)

- Proof of Banking Details and Bank Rating Letter of “C” or better must be attached.

Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted. An original must be submitted, copy will not be accepted.

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of “C” or better (proof attached)	4		
2	Proof of guarantee / letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	6		
	SUB-TOTAL: Financial references	10		

Allocation of Points:

Failure to Submit Details	Disqualification
Bank Rating of D, E or F	Disqualification
Bank Rating C or better	4 points
Proof of Guarantee/Letter of intent	6 points

Note: Bank rating, proof of guarantee and financial statements must be attached. Tenderers who do not submit any of the above required documents shall be disqualified and shall not be considered further evaluation.

TABLE A3: KNOWLEDGE AND EXPERIENCE

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	POINTS ALLOCATED
1	Lead Project Engineer/Manager	10		
2	Design Civil Engineer/Technologist	10		
3	Design Mechanical Engineer/Technologist	10		
4	Contracts Manager	5		
5	Site agent trained in labour in intensive construction methods	5		
6	Senior Foreman	5		
	SUB-TOTAL: Specific Knowledge	45		

SCORING QUALITY FOR TABLE A3 ABOVE - (Maximum 45 Points are allocated and a minimum of 35 points must be obtained by the tenderer)

Key Staff:

- Lead Project Engineer – with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years’ experience post-graduation.
- Design Civil Engineer/Technologist – with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years’ experience post-graduation.
- Design Mechanical Engineer/Technologist – with a Degree in Mechanical Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr), with minimum 10 years’ experience post-graduation.
- Contracts Manager – with a Degree in Civil Engineering and registered as a Professional Engineer / Professional Technologist / (Pr Eng / Pr. Tech Eng / Pr) or Professional Construction Project Managers (Pr.CPM / Pr.CM) or registered SACPCMP, minimum 10 years’ experience in the construction of large scale WTW Projects.
- Site Agent – NQF 5 or 7 Labor Intensive Construction and National Diploma in Civil and minimum of 10 years’ experience in the construction of Large Scale WTW Projects to score the maximum points in this category.
- Senior Foreman – NQF 4 Labor Intensive Construction, minimum 15 years relevant experience in the Construction of Large Scale WTW Projects to score the maximum points in this category.

Allocation of Points:

Personnel	15 Years' Experience or more	More than 10 Years', Less than 15 Years' Experience	More than 5 Years', Less than 10 Years' Experience	Less than 5 Years' Experience but more than	Less than 2 Years' Experience
Lead Project Engineer/Manager	10	8	5	2	0
Design Civil Engineer/Technologist	10	8	5	2	0
Design Mechanical Engineer/Technologist	10	8	5	2	0
Contracts Manager	5	4	3	2	0
Site Agent	5	4	3	2	0
Senior Foreman	5	4	1	0	0

Note: CV's and certified copies of qualifications must be attached in order to qualify for points. Where CVs are attached with no certified copies of qualifications, no point will be awarded. A maximum of 45 points can be awarded in this category.

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	POINTS PER PLANT SUBMITTED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 TLB	3		
2	1 Tipper Truck 10m ³	4		
3	1 Crane	6		
4	1 Water Cart	2		
	Sub-Total	15		

SCORING QUALITY FOR TABLE A4 ABOVE - (Maximum 15 Points are allocated and a minimum of 13 points must be obtained by the tenderer)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached or letter of intent from a hiring company must be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are attached, they should:

- Be letters obtained prior to tender closing.
- not be older than 1 month prior to closing of tender.
- be signed and dated with the company stamp.

Note: No points shall be allocated for unsigned letters which do not fulfil the above requirements.

TABLE A5: PROJECT EXECUTION PLAN

	TARGET GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Methodology	25		
2	Organogram	3		
	Sub-Total	30		

SCORING QUALITY FOR TABLE A5 ABOVE - (Maximum 30 Points are allocated and a minimum of 25 points must be obtained by the tenderer)

Points are allocated for the Methodology, Organogram, Health and Safety Plan and Programme, respectively.

Points will be allocated for each submission listed in table 4 as per below:

Excellent	<p>Methodology Covering the whole project Lifecycle and meets all the technical and legal requirements (level of detail as per ECSA Guidelines)</p> <ul style="list-style-type: none"> • Project Approach • Relevant specialist’s studies • Preliminary design (Conceptual design) • Detailed Design Development • Design documentation • Establishment (office and equipment) • Contract administration and execution of works • Performance indicators reporting • Detailed programme of works to be an appendix of the method statement • Management of quality, time, and budget • Construction regulations to OHS Act • Environmental management and compliance • Handover • Acceptance of maintenance plan • Project close-out <p>Organogram, health and safety plan and programme are specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects.</p>	25 points
Good	The method statement, organogram, health and safety plan and programme are generally tailored for the project objectives and requirements, and deals with the construction aspects.	10 points
Satisfactory	The method statement, organogram, health and safety plan and programme are generic and have been tailored to meet the project objectives and requirements without dealing with the construction aspects.	5 points
Poor	The method statement, organogram, health and safety plan and programme are poor and does not adequately identify / satisfy the project objectives or requirements. The tenderer has misunderstood the scope of work and did not deal with construction aspects.	2 points
No submission	The tenderer did not submit the Project Execution Plan.	0 points

Note: The Employer will evaluate each of these submissions and shall determine the quality based on the scoring criteria above. A maximum of 25 points will be awarded in this category.

TABLE A6: FUNCTIONALITY AND QUALITY SCORING TOTALS

Scoring as per Tables A1 toA5 above.		Maximum Points Allocated	Minimum Points to be obtained	Points Claimed by Tenderer	Allocated Points
Functionality and Quality	Table A1	20	16		
	Table A2	10	6		
	Table A3	45	35		
	Table A4	15	13		
	Table A5	30	25		
	Sub Total	120	95		

The minimum number of evaluation points for functionality and quality is 95 points (79%). Tenderers must obtain the minimum required points per criteria to be eligible to move to the next evaluation stage. Tenderers who score less than the required minimum points per criteria will be deemed non-responsive.

PRICE AND SPECIFIC GOALS

Price : 80

Specific Goals : 20

Specific Goals

Maximum points of 20 points will be awarded to tenderer for the specific goals for the tenderer; points scored on specific goals will be added to the points scored for price. Bidders are required to submit evidence as requested below to be able to be awarded points. Failure to submit evidence as required will result on bidders not being awarded points.

Specific Goals	Points	Points Claimed (Bidders must claim points)	Evidence required
1. HDI			
1.1 51 % owned by Black	4		Attach copy of Identity documents of Directors, Central Supplier database form(CSD) and Company Registration Documents.
1.2 51 % owned by Women	2		
1.3 51 % owned by Youth	2		
1.4 51 % owned by Disable	2		
2. Locality			
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10		Attach a proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only).
Within the boundaries of the Eastern Cape but outside JGDM	5		
Outside of the boundaries of the Eastern Cape	0		

NB: Failure to submit evidence as required will result on bidders not being awarded points.

Calculation of final points

The final score of bidder will be calculated by adding points awarded for specific goal status level of contribution and the points scored for price; and ranked.

The bid will be awarded to the responsive bidder that has scored the highest final total points, notwithstanding the client's right not to accept any bid.

Clause Number	Data
	(b) Price Tenders will be evaluated on price.
C.3.13	(e) The legal requirements for acceptance of the tender offer are: <ul style="list-style-type: none"> (i) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (ii) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (iii) Declaration - the Tenderer has indicated and declared where applicable whether a spouse, child or parent of the Tenderer is in the service of the State. (iv) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> • Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; • Having acted in a fraudulent or corrupt manner in obtaining this Contract; • Having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; • Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; or • Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1) .

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following schedules and forms are contained in this document and are to be properly completed as required:

- (a) Returnable Schedules in T2.2.
- (b) C1.1 Form of Offer and Acceptance, C1.1.1: Offer, on page C3.
- (c) Contract Specific Data Provided by the Bidder in C1.2.3.
- (d) Pricing Data in C2.2: Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

A	COMPULSORY BRIEFING ATTENDANCE CERTIFICATE	T24
B	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T26
C	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T27
D	ADJUDICATION OF TENDER ON POINTS BASIS	T28
E	STANDARD BIDDING DOCUMENTS	T30
	MBD 1: INVITATION TO BID.....	T30
	MBD 2: TAX CLEARANCE REQUIREMENTS	T31
	MBD 4: DECLARATION OF INTEREST.....	T33
	MBD 6.1: PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL POINTS REGULATIONS 2022	T36
	MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	T41
	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES	T46
	MBD 9: CERTIFICATE OF INDEPENDENT DETERMINATION	T48
F	CERTIFICATE OF AUTHORITY FOR SIGNATORY	T51
G	DESIGN AND CONSTRUCTION EXPERIENCE	T53
H	KEY PERSONNEL	T54
I	CONSTRUCTION EQUIPMENT	T57
J	BIDDERS HEALTH AND SAFETY DECLARATION.....	T58
M	TECHNICAL PROPOSAL.....	T60

NOTE: The Tenderer is required to complete each schedule and form listed above to the best of his/ her ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is non-responsive.

ADDITIONAL DOCUMENTS TO BE PROVIDED BY THE TENDERER AS PART OF THE TENDER DOCUMENT

LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION
COMMISSIONER (CONTRACTOR)
CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (FOR BOTH CONSULTANT
AND CONTRACTOR)
CSD REPORT
TAX PIN
CERTIFIED PROOF OF CIDB REGISTRATION (CRS NUMBER) FOR THE CONTRACTOR
AUDITED / REVIEWED ANNUAL FINANCIAL STATEMENTS
MUNICIPAL LEVY CLEARANCE CERTIFICATE / MUNICIPAL RATES ACCOUNT, NOT
OLDER THAN THREE (3) MONTHS FROM THE MUNICIPALITY WHERE THE ENTITY
OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS ARE ALSO
ACCEPTABLE
BANK RATING CERTIFICATE FROM A REGISTERED FINANCIAL INSTITUTION
CERTIFIED PROOF OF REGISTRATION WITH ECSA

A. COMPULSORY BRIEFING ATTENDANCE CERTIFICATE

MFS CHARTERED ACCOUNTANTS (SA) INCORPORATED

BID No.: **MFS 2023/24-02 ZA202**

Service: **SOURCING OF A TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT)**

This is to certify that (tenderer)

.....
of(address)

.....
..... was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at the **Burgersdorp Waste-Water Treatment Works, Burgersdorp for CONTRACT No.: MFS 2023/24-02 ZA202 on Wednesday the 22nd of November 2023 at 10h00.**

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

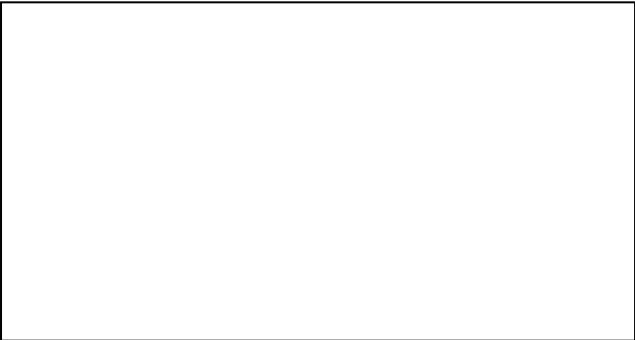
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Employer's Stamp

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.		
Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: CSD number:		
Section 5: Particulars of sole proprietors and partners in partnerships:		
Name*	Identity number*	Personal income tax number*
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>		
Section 6: Particulars of companies and close corporations		
Company registration number:		
Close corporation number:		
Tax reference number:		
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:		
i) Authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;		
ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;		
iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;		
iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and		
iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		
Signed		Date
Name		Position
Enterprise name		

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

D. ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The MFS Chartered Accountants' Tender Committees, Tender Evaluation Committee, Tender Adjudication and the Managing Director will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by MFS Chartered Accountants.

The tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

1. GENERAL CONDITIONS

The value of this tender is estimated to be below R50,000,000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Preference	20
	Total	100

The points awarded for Preference are based on...

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the Employer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

WITNESS 1:

NAME

SIGNATURE

DATE

WITNESS 2:

NAME

SIGNATURE

DATE

E. STANDARD BIDDING DOCUMENTS

SECTION A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MFS CHARTERED ACCOUNTANTS (SA) INCORPORATED					
BID NUMBER:	MFS 2023/24-02 ZA202	CLOSING DATE:	05 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	MFS CHARTERED ACCOUNTANTS: SOURCING OF A TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

JOE GQABI DISTRICT MUNICIPALITY Satellite Offices					
19 Smith Street					
Aliwal North					
9750					
Eastern Cape					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	<input type="checkbox"/>
B-BBEE STATUS LEVEL <input type="checkbox"/> VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/>
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/>	[IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
UNIT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	Thando Mkhize
E-MAIL ADDRESS			thando@multi-fs.co.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI				
51% owned by Black		4		
51% owned by Women		2		
51% owned by Youth		2		
51% owned by Disabled		2		
LOCALITY				
Within the boundaries of the Joe Gqabi District Municipality (JGDM)		10		
Within the boundaries of the Eastern Cape but outside JGDM		5		
Outside of the boundaries of the Eastern Cape		0		
TOTAL POINTS		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
a) Fabricated structural steel	100%
b) Fasteners	100%
c) Plates (>4.5mm thick and supplied in flat pieces)	100%
d) Sheets (<4.5mm thick and supplied in coils)	100%
e) Sections (channels; angles, I-beams and H-beams)	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	

Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

MBD 6.2

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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	Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION

FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

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

.....

Signature

.....

Date

.....

Position

Js367bW

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w4

F. CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative: 'Resolution of the Members'
 Close Corporation: 'Resolution of the Members'
 Company: 'Resolution of the Board' signed by the chairperson
 Joint Venture / Consortium: 'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

Failure to complete, sign and date this form and failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

MEMBERS RESOLUTION

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name: _____

Registration Number: _____ RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that

_____, in his/her capacity as _____, is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.
(sole member still must sign this resolution)

Signature of members:

Name	Signature
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

G. DESIGN AND CONSTRUCTION EXPERIENCE

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	EMPLOYER'S AGENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

H. KEY PERSONNEL

H1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

DESIGNATION	NAME	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
LEAD PROJECT ENGINEER/MANAGER				
CONTRACTS MANAGER				
CONSTRUCTION MANAGER				
FOREMAN/SUPERVISOR				
DESIGN CIVIL ENGINEER/TECHNOLOGIST				
TEAM MEMBERS				

Attach additional pages if more space is required

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

H2. KEY PERSONNEL – LABOUR ENHANCED ACTIVITIES

Bidders shall employ in labour-enhanced works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the “Guidelines for the implementation of labour-enhanced infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

- Foremen / Supervisors at NQF level 4 “National Certificate: Supervision of Civil Engineering Construction Processes”;
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

Tenderers’ attention is drawn to the required minimum supervisor to worker ratio for this project stated in clause F2.3 of Part F of the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page below.

DESIGNATION	NAME	NAME OF TRAINING INSTITUTION	QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS	YEAR QUALIFICATION OBTAINED

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Refer to H1.

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR ENHANCED ACTIVITIES

Refer to H2.

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

I. CONSTRUCTION EQUIPMENT

The following are lists of major construction equipment that I / we presently own or will acquire for this contract if my / our tender is accepted.

a. Details of major construction equipment owned by me / us:

DESCRIPTION (<i>type, size and capacity</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

b. Details of major construction equipment that will be acquired:

DESCRIPTION (<i>type, size and capacity</i>)	QUANTITY	HOW ACQUIRED	
		HIRE / BUY	SOURCE

Attach additional pages if more space is required

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

J. BIDDERS HEALTH AND SAFETY DECLARATION

In terms of Regulation 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (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, as amended and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorised 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 OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company 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 Specification.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:.....*Yes / No
 - (b) From my own resources or still to be appointed, and trained until competency is achieved, as detailed in 4(b) hereafter:*Yes / No
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:.....*Yes / No

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAME OF COMPETENT PERSONS	POSITION TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
 - (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site-specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specification as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Employer's Agent, Construction Health and Safety Agent, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) as a result of contravening or failing to comply with the provisions of the Act and the Regulations.
- 8. 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 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

K. TECHNICAL PROPOSAL

The tenderer is required to submit a technical proposal which covers the following criteria.

J1. Experience of key personnel

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Lead project manager/Engineer, contract manager, construction manager design civil engineers/specialists and foreman of not more than 3 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
 - 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Skills
 - 4 Name of current employer and position in enterprise
 - 5 Overview of post graduate / diploma experience (year, organization and position)
 - 6 Outline of recent assignments / experience that has a bearing on the scope of work
-

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

J2. Relevant experience

List number of completed WTW Upgrade projects.

The evaluation will consider the nature of the reference projects, scope of services provided, and Employer/Client completion certificate.

Appointment letters, Reference Letters including Final Approval Certificates not older than 5 years per project to be provided with contact details of references.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name _____	Position _____
_____	_____

J3. Approach and methodology

The approach paper must respond to the scope of work and outline the proposed approach / methodology relating to:

Methodology Covering the whole project Lifecycle and meets all the technical and legal requirements (level of detail as per ECSA Guidelines)

- Project Approach
- Relevant specialist’s studies
- Preliminary design
- Detailed Design Development
- Design documentation
- Establishment (office and equipment)
- Contract administration and execution of works
- Performance indicators reporting
- Management of quality, time, and budget
- Construction regulations to OHS act
- Environmental management and compliance
- Handover
- acceptance of maintenance plan
- Close-out,

Organogram, health and safety plan and programme are specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects

The approach and methodology should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach its approach paper to this page.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA PART C2:

PRICING DATA

PART C3: SCOPE OF WORK PART C4:

SITE INFORMATION

CONTRACT

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

CONTRACT NO.: MFS 2023/24-02 ZA202

SOURCING OF A TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT)

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 Value Added Tax is:

Amount in Words.....

.....

.....

R..... (in figures).

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

Signature: (of person authorised to sign the tender)

Name: (of signatory in capitals)

Capacity: (of signatory)

Name of Tenderer: (organisation)

Address:

.....

Telephone number: **E-mail:**

Witness:

Signature:

Name: (in capitals)

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

This form is to be completed by the Employer only

C1.1.2: ACCEPTANCE

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

The terms of the contract are contained in

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer (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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Employer: *(organisation)*

Address:

.....

Witness: Signature: **Name:** *(in capitals)*

Date:

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 3rd Edition 2015”, issued by the South African Institution of Civil Engineering. (Short title: “General Conditions of Contract 2015”).

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

Contract Price Adjustment Schedule

Replace paragraph beginning with “F” is the “Fuel Index” ...” to “... Statistics South Africa.” with the following:-

“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level for the **Coast** as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

Standard Conditions of Tender as Amended

1.

As published in Annexure F of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136, Government Gazette No. 38960 of 10 July 2015 and amended.

F.1 GENERAL

F.1.1. Actions

F.1.1.1 *The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.*

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

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

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

F.1.1.3 *The Employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.*

F.1.2. Tender Documents

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

F.1.3. Interpretation

F.1.2.1 *The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.*

F.1.2.2 *These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.*

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

- a) conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means** the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c) corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;
- e) organization means** a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.2.1 Communication and Employer's Agent

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

F.2.2 Cancellation and Re-Invitation of Tenders

F.2.2.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.3 Procurement procedures

F.1.3.1 General

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

received at the closing time for tenders.

F.1.3.2 Competitive Negotiation Procedure

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

F.1.3.2.1 *All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.*

F.1.3.2.2 *At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.*

F.1.3.2.3 *The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.*

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

F.1.6.3.2.1 *The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.*

F.2 TENDERER'S OBLIGATIONS

F.2.3 Eligibility

F.2.3.1 *Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.*

F.2.3.2 *Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.*

F.2.4 Cost of tendering

F2.2.1 *Accept that, unless otherwise stated in the tender data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.*

F2.2.2 *The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.*

F.2.5 Check documents

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

F.2.6 Confidentiality and copyright of documents

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

F.2.7 Reference documents

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

F.2.8 Acknowledge addenda

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

F.2.9 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the

meeting(s) are stated in the tender data.

F.2.10 Seek clarification

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

F.2.11 Insurance

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

F.2.12 Pricing the tender offer

F.2.12.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.13 Alterations to documents

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

F.2.14 Alternative tender offers

F.2.11.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

F.2.11.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.15 Submitting a tender offer

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

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

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

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

F.2.13.5 *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.*

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

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

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

F.2.13.9 *Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.*

F.2.16 Information and data to be completed in all respects

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

F.2.17 Closing time

F.2.17.1 *Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*

F.2.17.2 *Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*

F.2.18 Tender offer validity

F.2.18.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.18.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.18.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.18.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized Joint Venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

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

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

- a)** *an individual firm, or a Joint Venture as a whole, or any individual member of the Joint Venture fails to meet any of the collective or individual qualifying requirements;*
- b)** *the new partners to a Joint Venture were not prequalified in the first instance, either as individual firms or as another Joint Venture; or*
- c)** *in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.*

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a Tenderer applies for an extension to the closing time stated in the tender data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender*

data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors, omissions and discrepancies

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

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

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

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.*
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.*
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

C1.2.2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 12 months measured from the Commencement Date, including special non-working days.
1.1.1.15	Name of Employer: MFS Chartered Accountants (SA) Incorporated
1.1.1.26	The Pricing Strategy is Fixed Price.
1.2.1.2	<p>Address of Employer:</p> <p><u>Physical:</u></p> <p>MFS Chartered Accountants (SA) Incorporated</p> <p>Unit 4, Glencoombe Flats</p> <p>45 Leeds Road</p> <p>Mthatha</p> <p>Tel: (047) 531 3726</p>
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> i) Health and Safety Plan (<i>Clause 4.3</i>) ii) Initial Programme (<i>Clause 5.6</i>) iii) Surety (<i>Clause 6.2</i>) iv) Insurance (<i>Clause 8.6</i>) v) Letter of good standing for and C.O.I.D.A (Workman's Compensation). vi) Proof of Notification for construction works to the Department of Labour
5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.
5.8.1	The non-working days are Sundays.

	<p>The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.</p>
5.13.1	The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25 000,00 per day).
5.16.3	The latent defects period is 10 years.
6.2.1	<p>The security to be provided by the Contractor shall be:</p> <p>Performance guarantee of 10% of the Bid sum up to the issue of the certificate of completion.</p>
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%.
6.8.3	<p>Price adjustment for variations in the cost of special materials is not allowed.</p> <p>Contract Price Adjustment will not be applicable.</p>
6.10.1.5	The percentage advance on materials not yet built into the permanent works is: 80%.
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>The limit of retention money is 10% of the Contact sum.</p>
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.

8.6.1.3	Special risk insurance issued by SASRIA is required.
10.4.2. 10.7.1	The limit of indemnity for liability insurance is R10 000 000,00 (ten million rands only) for any single liability claim. Liability insurance shall include spread of fire risk. Failing which Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.

C1.3: INSURANCE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between **MFS Chartered Accountants (SA) Incorporated** represented by Director (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as:

AND:

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

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT NO. MFS 2023/24-02 ZA202: SOURCING OF A TURNKEY CONTRACTOR (ENGINEER, PROCURE AND CONSTRUCT)

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **CONTRACTOR**

on this theday of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

CONTRACT NO. _____ FOR _____

ISSUED TO: the **MFS Chartered Accountants (SA) Incorporated**, represented by the **DIRECTOR**
(hereinafter referred to as “the Employer”)

ON BEHALF OF:.....(hereinafter referred to as “the Contractor”)

In connection with

CONTRACT NO. MFS 2023/24-02 ZA202.....(hereinafter referred to as “the Contract”)

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer as such in terms of the Contract.

2. The Employer’s certificate referred to in Clause 1 shall certify

- (a) that he is the Employer in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for Plant and materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the Plant and materials, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of the said Plant and materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said Plant and materials.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the Plant and materials as Plant and materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all Plant and materials listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the Plant and materials as listed in the following table.

Signed by: Date:
for and on behalf of the Contractor.

Witnessed by:

PART C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS

1. GENERAL

It will be **compulsory** for the tenderer to go on site to conduct a detailed technical assessment of the required construction and refurbishment works at own cost; required to fully operationalize the total plant. The envisaged construction and refurbishment works will entail the augmentation of the existing borehole, the construction of the pump station inclusive of all the related civil, structural, mechanical and electrical works and the operationalization of the refurbished infrastructure including connecting it to the newly constructed steel reservoir tank (working with the reservoir tank service provider) to ensure that the plant as a whole is functioning optimally.

From this assessment, the bidder will **develop their own full and comprehensive bill of quantities** containing all the project elements from engineering design to construction and disbursements as well as defining the project duration for both detailed designed and construction implementation. Compulsory plant inspections will be arranged by simple appointment (time allocation) a least two days in advance prior to the intended inspection. Through the employer, the client will avail a dedicated resource to 'take the inspecting bidder's team' through the plant to conduct detailed inspection. This is a compulsory requirement for any prospective bidder.

2. DESCRIPTION OF ITEMS

The contractor is to include in the price list the costs and profit associated with the following items as **no separate payment** will be made for such items:

- Water quality testing and all other testing required for acceptance control as per the standards.
- Engineering fees and costs.
- Local authority charges.
- Geotech tests.
- EIA.
- Operation and Maintenance report, if needed.

The contractor shall be responsible for and pay all costs associated with the development of the conceptual design, the detailed design and the production of "as-built" designs for the following:

- Civil Engineering works.
- Mechanical and Electrical works.
- Temporary and permanent connections to electricity and the storm water reticulation.

3. PRELIMINARIES AND ACTIVITIES IN THE BILL OF QUANTITIES

The amount or the items of the Preliminaries shall be fixed and will not be adjusted. Payment for Section A1 (Time Related) shall be pro-rated per month based on the progress measured against the approved contractual programme.

4. PROVISIONAL SUMS

No provisional sums to be provided by the client. The tenderer is required to price for all elements contained in the detailed BOQ as compiled by the tenderer.

5. PRICING OF THE BILL OF QUANTITIES

There are THREE schedules to be priced in the bill of quantities. These sections are inclusive of all works, which should be priced as a lump sum, and will allow for the completion of the project from initial assessments to hand over. The schedules are as follows:

- a) Schedule A: Preliminaries
- b) Schedule B: Engineering and Design Works
- c) Schedule C: Construction and Close Out

All amounts priced for per activity exclude VAT. 10% Contingencies have been allowed for which will require client approval before monies are utilized in conjunction with the terms of the contract.

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

Interim payments will be made in accordance with the contract and based on the contractor completing activities and achieving milestones as set out in Part C2.2. For the construction part of the project, a BOQ must be submitted by the entity/bidder, and approved by the employer, to facilitate interim monthly payments during construction. This must include monies allowed for supervision as well. The total cost of this BOQ should represent the value under Activity C1 within the pricing schedule (schedule C: construction works and close out) of the contract section of the document.

The successful bidder will only be paid once **MFS Chartered Accountants has received payment from the principal client. This clause will be specifically included in the Service Level Agreement.**

C2.2 BILL OF QUANTITIES (ACTIVITY SCHEDULE)

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BILL OF QUANTITIES	C33 & C34
TENDER SUMMARY	C35

Note

As stated under the pricing assumptions in C2.1 above, it will be **compulsory** for the tenderer to go on site to conduct own detailed technical at the Burgersdorp Water Supply, this to determine the required construction and refurbishment works necessary to return the plant to a fully operational state. It is from this assessment, where the bidder will develop **their own full and comprehensive bill of quantities** containing all the project elements from engineering design to construction including disbursements as well as defining the project duration for both detailed designed and construction implementation.

SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION	AMOUNT
A1	TIME RELATED	R
A2	FIXED	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE B: ENGINEERING AND DESIGN WORKS

SECTION	DESCRIPTION	AMOUNT
B1	CONDUCT ASSESMENTS (EXPROPRIATION, IDENTIFACTION OF SERVICES, SURVEYS, ANALYSIS OF SITE AND TESTS AND SITE INVESTIGATIONS REQUIRED FOR DESIGN)	R
B2	PREPARE INITIAL CONCEPT DESIGN AND RELEVANT DOCUMENTATION. ESTABLISH ANY FURTHER SURVEYS, TESTS AND/OR INVESTIGATIONS.	R
B3	PREPARE DETAILED DESIGNS AND DRAWINGS (WHERE REQUIRED)	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE C: CONSTRUCTION WORKS AND CLOSE OUT

SECTION	DESCRIPTION	AMOUNT
C1	IMPLEMENT THE REPLACEMENT AND REFURBISHMENT OF BURGERSDORP WATER SUPPLY: WATER INFRASTRUCTURE CIVIL WORKS, MECHANICAL AND ELECTRICAL COMPONENTS INCLUSIVE OF ALL ACCEPTANCE TESTS (SUPPLY OF MATERIALS AND CONSTRUCTION)	R
C2	CLOSE OUT (MATERIAL AND DRAWING AS-BUILTS, HANDOVER DOCUMENTATION TO CLIENT AND PREPARE FINAL ACCOUNTS FOR PROJECT)	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

MFS CHARTERED ACCOUNTANTS (SA) INCORPORATED

CONTRACT NO. MFS 2023/24-2 ZA202

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward:	
Schedule A: Preliminaries (b/f from page C33)	R
Schedule B: Engineering and Design Works (b/f from page C33)	R
Schedule C: Construction and close out (b/f from page C34)	R
SUBTOTAL 1	R
Add: Contingencies (10% of SUBTOTAL 1)	R
SUBTOTAL 2	R
Add: VAT (15% of SUBTOTAL 2)	R
TOTAL CARRIED FORWARD TO FORM OF OFFER C1.1.1	R

Signed on behalf of the Tenderer.....(Signature)

Date:

Tenderer's Name:..... (Company Name)

PART C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based varies per activity refereeing to SANS and SABS.
And well GCC2015 is to be adhered or followed.

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

This Project forms part of the MFS Chartered Accountants' Water Conservation and Demand Management Programme. This contract entails the construction and the refurbishment of the Burgersdorp Water Supply being the Augmentation of Water Supply to the Thembisa Township.

The required works at the Burgersdorp Water Supply infrastructure will start with the investigation by the tenderer of the condition of the existing water infrastructure, this to determine the nature and the extent of the construction and refurbishment works necessary to fully operationalize the total plant. During this investigation the tenderer **will develop own bill of quantities** to support the proposed works and their costing. The envisaged works will entail the construction and the refurbishment of the water infrastructure being the augmentation of the existing borehole, the construction of the pump station inclusive of all the related civil, structural, mechanical and electrical works and operationalizing the refurbished infrastructure including connecting it to the newly constructed steel reservoir tank (working with the reservoir tank service provider) to ensure that the plant as a whole is functioning optimally.

The contract includes the procurement, supply, delivery, storage, installation, testing and commissioning of mechanical, electrical components and the construction of associated civil works of the Burgersdorp Water Supply infrastructure, all in accordance with the Employer's Requirements. Works to comply with the SANS1200 standard.

The employer's objective is to deliver a public water infrastructure facility using plant and local labour in constructing and refurbishing the Burgersdorp Water Supply Infrastructure.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-enhanced methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme Guidelines.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. The requirements of the Expanded Public Works Programme (EPWP) are contained in Part F of section C3.3 Particular Specifications.

1.2 Location of the Works

The project location is at the Thembisa Township, at Burgersdorp. This location is within the boundaries of the Walter Sisulu Local Municipality (WSLM) which falls under the Joe Gqabi District Municipality. The coordinates of the relevant infrastructure is tabulated below

Co-ordinate table		
Point	Latitude	Longitude
1. Steel reservoirs tank and pump station	31° 1'20.69"S	26°19'38.20"E
2. Borehole	31° 2' 7.71"S	26°19'24.30"E

1.3 Extent of the Works

The Works to be carried out must include but not limited to the following main activities:

- (a) Initial site assessments, including but not limited to, expropriation documentation, identification of services and site and test investigations required for design.
- (b) Preparation of initial concept design with relevant documentation.
- (c) Initial surveys.
- (d) EIA.
- (e) Stakeholder engagement.
- (f) Application for construction work permit by registered personnel.
- (g) Detailed design report and drawings for design approval.
- (h) Establishment on site and clearing and grubbing.
- (i) Compliance with GCC requirements.
- (j) Survey requirements.
- (k) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.
- (l) Removal of all site establishment facilities and constructional plant on completion of the Works. Removal to be compliant with the EIA and/or the Environmental Acts surrounding the project.
- (m) Making good of any defects during the Defects Liability Period.
- (n) Provide an Operation and Maintenance plan for completed upgraded WTW infrastructure.
- (o) Compiling the close out reports together with material and drawing as built.
- (p) Hand over to the client with the necessary training if required.

1.4 Description of the Works

This Contract includes the procurement, supply, delivery, storage, installation, testing and commissioning of mechanical and electrical plant, and the construction of associated civil works, all in accordance with the Employer's Requirements.

All plant and equipment provided and actions taken to meet the stated objectives shall be subject to the requirements and provisions of the standard specifications contained in this document, as amended by the specific variations and additions to these standard specifications as presented in this Specification. In accordance with the pricing schedule summaries, a **detailed Bill of Quantities has not been provided; this will be developed by the tenderer based on the** scoping of works required to deliver a reconstructed and refurbished Burgersdorp Water Supply Infrastructure.

Activities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities in Section C2.2.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

This should cover the entire project life cycle from initial assessments and all statutory and legislative requirements, all specialist studies, concept designs, to final designs, implementation of designs through construction and close out of the project inclusive of any and all activities pertaining to this project. This must include any and all aspects of the project that will ensure a full and comprehensive complete delivery of a construction project.

1.4.1 Access to the Site

Access to site will be provided to the winning tenderer upon the client's written approval once the engineering aspect of the project, referred to in section C2.2, Schedule B of this document is approved.

1.4.2 Demolition work

The Bidder is required to carry out any or all demolition work were needed and as necessary.

1.4.3 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the bidder shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.4.4 Climate

Any and all climatic elements should be accommodated for, as per the average weather condition in the area, for the project. (Consider 3 – 5-year trend).

1.4.5 Environment

The Contractor's attention is called to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.4.6 Labour

A Project Liaison Committee (PLC) has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer and formal structures within the community.

The Bidder shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

1.5 Temporary Works

All Temporary Works must be catered for and shall be removed from the Site on completion of the Contract at the discretion of the bidder as and when required.

1.6 Bill of Quantities and Programme required for construction

The bidder is responsible to provide a full and comprehensive bill of quantities containing all elements of the project including engineering fees and disbursements. This should be part of the Schedule C1 cost. A construction programme is also required to monitor milestones within the project.

1.7 Contractor's campsite

Possible locations for a campsite shall be pointed out by the client.

The bidder shall make his / her own arrangements for the provision of his campsite and housing for construction personnel, but the chosen site shall be subject to the approval of the Employer the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with

the requirements of all local authority, environmental and industrial regulations concerned
The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

1.8 Project programme

The Contractor shall submit a detailed project programme which clearly shows activities on the critical path and milestone dates that must be completed on or before the targeted dates of the District Municipality in terms of this project.

2. ENGINEERING

All engineering work must be in accordance with the SANS Standards and Policies. All designs and drawings are to be approved by the Employer before construction.

The contractor will be responsible for all environmental aspects, testing, investigations, surveys, analysis, services and all other relevant matters pertaining to the design of the project.

3. PROCUREMENT

The contractor shall procure goods and services according to the Employer's standards.

Goods are to be procured and obtained from local sources as stipulated within the content of this document.

4. CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'SANS Standard Specifications for.'

4.2 Applicable national and international standards

All

4.3 Particular / generic specifications

The 'Standard SANS 1200 Specifications for WTW civil works Authorities' is applicable to this Contract.

4.4 Certification by recognized bodies

As required by the type of project.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

4.6 Services and facilities provided by the Employer

No other services or facilities are to be provided by the Employer.

5. MANAGEMENT

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

5.1.1.1 Additional clauses:

(a) Site meetings and procedures

Site meetings shall be convened monthly The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

(b) Water and electricity

The Contractor is to provide water and electricity as described in GCC 3rd edition, 2015

5.1.2 SANS 1921-6 Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2.1 Additional clauses:

(a) Workshops

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor’s personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Construction Manager and the Employer on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The bidder is to provide standard forms for ‘Site Diary’, ‘Site Memoranda’, ‘Requests for Inspection’ and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor’s banking details.

5.7 Daily records

A site diary is to be compiled by the Construction Manager and the Contracts manger on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer and is to provide copies to the Employer when requested.

5.8 Payment certificates

Details of measurements will be confirmed together with the bill of quantities and programme before payment is made.

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are requirements for the Contractor to verify compliance with any legislation.

5.11 Submission of reports

The contractor shall submit monthly reports in accordance with the specifications in Part F: Expanded Public Works Programme. The bidder should also submit monthly progress reports throughout the entire duration of the contract.

C3.2: PROJECT SPECIFICATIONS

PART B: DETAILED SPECIFICATIONS PER ACTIVITY

The client shall fully remunerate the consortium after the completion of each stage as per our National Framework for Infrastructure Procurement and Delivery Management. Therefore, it is the responsibility of the Consortium to ensure that each stage as listed on SCHEDULE B and SCHEDULE C below is approved before moving to the next stage.

SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION
A1	TIME RELATED - Time related obligations should include but not limited to the monthly running costs of the project. This should ensure that all tools, space and requirements needed to complete assessments, designs, drawings and documentation is acquired. For construction the contractor should account for all site offices, laboratories, accommodation, running costs of electricity, water, sewage, internet, telephone and other monthly costs required to perform tasks.
A2	FIXED - Fixed obligations should include but not limited to the setting up his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and constructional plant on site and the removal of at completion of the contract. This obligation should also include all insurances, sureties and professional indemnities for the project. All insurances, sureties and professional indemnities should be aligned with the total form of offer.

SCHEDULE B: ENGINEERING AND DESIGN WORKS

SECTION	DESCRIPTION
B1	<p>CONDUCT ASSESMENTS (EXPROPRIATION, IDENTIFACTION OF SERVICES, SURVEYS, ANALYSIS OF SITE AND TESTS AND SITE INVESTIGATIONS REQUIRED FOR DESIGN)</p> <p>All work completed under activity B1 is to conform to, but not limited to SANS and all other relevant design code documents.</p> <p>Testing in accordance but not limited to SANS.</p> <p>The relevant statutory and legislative compliance information needs to be obtained by the bidder relating to all services (wayleaves), expropriation and mining activities.</p>

<p>B2</p>	<p>PREPARE INITIAL CONCEPT DESIGN AND RELEVANT DOCUMENTATION. ESTABLISH ANY FURTHER SURVEYS, TESTS AND/OR INVESTIGATIONS.</p> <p>All work completed under this activity to conform to, but not limited to, SANS specification, Design Manual etc</p> <p>Stage 2 - Concept (Preliminary Design)</p> <p>Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.</p> <p>Stage 2 is complete when the Concept Report or the Feasibility Report as per the District Municipality’s prescribed format, is approved.</p>
<p>B3</p>	<p>PREPARE DETAILED DESIGNS AND DRAWINGS</p> <p>All work completed under this activity to conform to, but not limited to, SANS Manuals, Design Manual etc.</p> <p>Stage 3 – Design Development (Detailed Design)</p> <p>Design Development which shall include the following phases</p> <ul style="list-style-type: none"> o Concept o Preliminary o Detailed design <p>A design development report which develops in detail the approved concept to finalise the design and definition criteria, sets out the integrated developed design, and contains the cost plan and schedule for one or more packages.</p> <p>Stage 3 is complete when the Design Development Report, as per the District Municipality’s prescribed format, is approved.</p>
<p>B4</p>	<p>PREPARE WORKING DRAWINGS AND METHOD STATEMENTS</p> <p>All work completed under this activity to conform to, but not limited to, SANS and Construction Quality Control Manual.</p> <p>Stage 4 – Documentation and Procurement</p> <p>Design Documentation which shall include the following</p> <ul style="list-style-type: none"> o Tender Documentation. <p>Production information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.</p> <p>Stage 4 is complete when the Design Documentation Report (Draft Contract Document), as per the District Municipality’s prescribed format, is approved.</p>

SCHEDULE C: CONSTRUCTION AND CLOSE OUT

SECTION	DESCRIPTION
C1	<p>IMPLEMENT THE DESIGN AND CONSTRUCTION OF UPGRADE TO UGIE WATER TREATMENT WORKS</p> <p>All work completed under this activity to conform to, but not limited to SANS</p> <p>Traffic accommodation is as per SANS</p> <p>Stage 5 – Construction Works</p> <p>-Administration and Monitoring of the Works Contract Completed works which are capable of being occupied or used.</p> <p>Stage 5 is complete when the Works Completion Report (Practical Completion Certificate), as per the client’s prescribed format, is approved.</p>
C2	<p>CLOSE OUT (MATERIAL AND DRAWING AS-BUILTS, HANDOVER DOCUMENTATION TO CLIENT AND PREPARE FINAL ACCOUNTS FOR PROJECT)</p> <p>Work carried out for this activity is in accordance with the Local Government Sector Standards.</p> <p>Handover</p> <p>Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained;</p> <p>Handover Stage is complete when the Handover/Record Information Report, as per the client’s prescribed format, is approved.</p> <p>Stage 6 - Close-Out</p> <p>Works with notified defects corrected, final account settled, record information archived and the close-out report issued.</p> <p>Stage 6 is complete when the Close-out Report, as per the client’s prescribed format, is approved. The Close-Out Stage commences when the client accepts liability for the works.</p>

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C40
PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C45

3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C1. SCOPE

The Employer recognises environmental management as a key component of WTW infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract 3rd edition, 2015 as the Defects Liability Period (maintenance period).

C2. ENVIRONMENTAL MANAGEMENT PLAN

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - (i) Minimise disturbance of the natural environment,
 - (ii) Prevent pollution of land, air and water,
 - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

Environmental compliance is the contractor's responsibility in totality in relation to the project (eg: EIA and WULA..etc).

The appointment of an independent environmental control officer shall be the sole responsibility of the contractor.

The Contractor is responsible for the implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits

C4. TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter or email),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C6. SITE CLEANLINESS AND NEATNESS

- Location of a construction camp is to be approved by the Employer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1,8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C7. ACCESS

- Access roads utilised by the Contractor must be maintained in good condition.

C8. DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C10. FAUNA

- Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

C11. FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C12. MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C14. NOISE

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C15. POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C16. RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.

- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C17. SOIL MANAGEMENT

- Storm water drainage pipes must be installed alongside the WTW in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C18. WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public WTWs or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C19. VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Vegetation that has been removed from large areas during construction must be replaced with indigenous vegetation after construction has been completed.

C20. WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container(s) should be treated as per clause C13 and C18.

C3.3 PARTICULAR SPECIFICATIONS

PART E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHS Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHS 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

E2.1 “**Construction Health and Safety Agent**” (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

E2.2 “**Contractor**” where used in the contract documents and in this specification, means the Contractor as defined in the GCC 3RD EDITION, 2015, and it shall have the exact same meaning as “**principal contractor**” as defined in the Construction Regulations 2014. “**Contractor**” and “**principal contractor**” are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the Contractor will, in terms of OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

E2.3 “**Employer**” where used in the contract documents and in this specification, means the Employer as defined in the GCC 3RD EDITION, 2015 and it shall have the exact same meaning as “**client**” as defined in the Construction Regulations 2014. “**Employer**” and “**client**” are therefore interchangeable and shall be read in the context of the relevant document.

E2.4 “**Employer's Agent**” where used in this specification, means the Employer's Agent as defined in the GCC 3RD EDITION, 2015 or the employer.

E3. EMPLOYER'S BASELINE RISK ASSESSMENT

E3.1 Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E3.2 Baseline risk assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a).

E4. APPLICATION FOR CONSTRUCTION WORK PERMIT

Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.

A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

E5. NOTIFICATION OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E6. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety

Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E7.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E7.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E7.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E8. APPOINTMENT OF SAFETY PERSONNEL

E8.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E8.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

E8.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

E8.4 Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

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

E8.5 Health and safety committee

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

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

E8.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

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

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

E9. RECORDS AND REGISTERS

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

E10. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

ANNEXURE 2

**A
N
N
E
X** **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**
 (Regulation 4 of the Construction Regulations, 2014)
NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

.....

.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

.....

.....

(b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

.....

(b) Name and telephone number of designer's(s') contact person(s):

.....

.....
5. Name and telephone number of principal contractor's construction manager on site appointed

in terms of regulation 8(1):

.....

6. Name(s) of principal contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):

ANNEXURE 2 - Continued

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

.....
.....

9. Expected commencement date:

10. Expected completion date:

.....

11. Estimated maximum number of persons on the construction site:

Total: Male:.....Female:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

.....
...	
Principal Contractor	Date
.....
...	
Client's Agent (where applicable)	Date
.....
...	
Client	Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.