

LANGE BERG MUNICIPALITY

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGE BERG MUNICIPALITY)					
BID NUMBER:	T 07/2020	CLOSING DATE:	06 NOVEMBER 2020	CLOSING TIME:	12H00
DESCRIPTION	REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN 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

LANGE BERG MUNICIPAL OFFICE			
28 MAIN ROAD			
ASHTON			
6715			
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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[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 ☐ No [IF YES, ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (VAT INCL)	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	X MALIWA
CONTACT PERSON	SABELO NGCONGOLO	TELEPHONE NUMBER	023 615 8000
TELEPHONE NUMBER	023 615 8000	FACSIMILE NUMBER	
FACSIMILE NUMBER	023 615 1563	E-MAIL ADDRESS	xmaliwa@langeberg.gov.za

LANGEBERG MUNICIPALITY

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

E-MAIL ADDRESS	sngcongolo@langeberg.gov.za
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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:

LANGEBERG MUNICIPALITY

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

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PART T.1 : TENDER PROCEDURES

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

The following document forms an integral part of this tender:

Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the relevant regulations.

The above-mentioned document is obtainable from LANGEBERG MUNICIPALITY at the physical address as stipulated in the tender advertisement.



LANGEBERG MUNICIPALITY

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T1.1.1

T1.1 TENDER PROCEDURE

INVITATION FOR TENDERS

TENDER NUMBER: T07/2020

DESCRIPTION : Rehabilitation of Filters at Montagu Water Treatment Works, Design and Construct.

CLOSING DATE : 06 NOVEMBER 2020

CLOSING TIME : 12H00

Bids will be opened in public at 28 Main Road, Ashton.

INFORMATION :

Obtain documentation:

Langeberg Municipality

23 Faure Street

Ashton

6715

Enquiries regarding tender documentation:

Me. X Maliwa

Tel: (023) 615 8000

Fax: (023) 615 1563

E-mail: xmaliwa@langeberg.gov.za

Office hours for collection:

08h00 – 16h30 as from 19 October 2020 from Ms A Mouries, Langeberg Municipal Offices, 23 Faure Street, Ashton.

A non-refundable fee of R 250 is payable to Langeberg Municipality for collection of documents.

Langeberg Municipality request bidders to supply a bid for the Design, Supply, Installation and Commissioning of rapid sand filter floors at Montagu Water Treatment Works.

A compulsory clarification meeting will be held on FRIDAY 23 October 2020 at 10:00 in the Langeberg Municipal Offices, Piet Retief Street, Montagu after which the sites will be visited. Bidders that fail to attend the compulsory clarification meeting will be disqualified. A representative may only represent one tenderer at this meeting.

Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 120 days after bid closing. It is estimated that tenderers will need a CIDB grading designation of 4ME.

“Only goods, works and services with the minimum threshold as applicable to local production and content will be considered.”

Telegraphic, telephonic, telex, facsimile, e-mailed or late tenders will not be accepted. The lowest, only or any bid shall not necessarily be accepted and the Council reserves the right to accept any part of the bid.

TENDERS TO BE DEPOSITED IN: The tender box of Langeberg Municipality, 28 Main Road, Ashton. The tender box is open from Mondays until Fridays from 08:15 until 16:00. This excludes weekends and public holidays.

NOTE: This tender will be evaluated in terms of the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553. Please take note of the responsiveness criteria as stipulated in the tender document.

PROCUREMENT PREFERENCE POINT SYSTEM: 80/20

AWJ EVERSON

ACTING MUNICIPAL MANAGER

T1.2 : TENDER DATA

General

The conditions of tender are the *Standard Conditions of Tender* as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the *Standard Conditions of Tender* as set out in the Tender Data below shall apply to this tender.

Clause	Wording
F.1.1	The employer is LANGEBERG MUNICIPALITY .
F.1.2	Tender Documents The tender documents issued by the employer comprise those listed in the contents page. The Tender Document and the drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.
F.1.3	The Employer's right to accept or reject any tender offer. Add the following to Clause F.1.5.1 The LANGEBERG MUNICIPALITY shall apply the principles of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and the relevant regulations. Depending on the tendered amount the Employer also reserves the right to award the contract in its entirety or partially.

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T1.2.2

T1.2 – TENDER DATA

Clause	Wording
F.2	TENDERER'S OBLIGATIONS
F.2.1	Contractor's execution capabilities
F.2.1.1	The Contractor must provide information to show his execution capabilities in the following schedules a) Availability of plant sources to be detailed on Schedule 1E b) Schedule of work satisfactorily carried out on Schedule 1F c) Capacity to subcontract resources: Proposed sub-contractors must be listed in Schedule 1G c) Availability of skills based on personnel data submitted in Schedule 1D. d) Satisfactory financial standing and capability e) Proposed amendments and qualifications to be listed in Schedule 1H
F.2.2	Check documents The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as the LANGE BERG MUNICIPALITY will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.
F.2.3	Clarification meeting A compulsory clarification meeting is required. Attendance of the clarification attendance will be completed in Schedule F
F.2.4	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.2.5	Insurance The employer will not provide any insurance for goods prior to the transfer of ownership.

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T1.2.3

T1.2 – TENDER DATA

F.2.6 F.2.6.1	Pricing the tender offer The Tenderer shall enter a unit rate against each item in the schedule of quantities, whether quantities are stated or not. The Tenderer may not group items together and tender one lump sum for such group of items. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items. In the event of a discrepancy between the product of the unit rate and the quantity of any payment item and the total amount of such item found during the adjudication of tenders, the unit rate shall be deemed correct and shall be applicable to the contract. Tenderers shall exclude value added tax (VAT) in the tendered rates and amounts. The tendered rates and amounts shall however include all levies and other taxes and duties on all items to which they apply.
F.2.7	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is: a) The Tenderer must obtain an additional document and set out the alternative therein. It is vitally important that the original tender offer is also submitted.
F.2.8 F.2.9 F.2.9.1 F.2.9.2 F.2.9.3	Submitting a Tender Offer Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable. Each Tenderer is required to submit under sealed cover the complete set of Tender Documents (including Drawings) with all the required information and complete in all respects. The envelope shall be addressed to the LANGEBERG MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the LANGEBERG MUNICIPALITY. Any tender which is delivered to an address other than, the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as “Uncompleted Tender”. Parts of each tender offer communicated on paper shall be submitted as an original. The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Langeberg Municipal Offices at Ashton Physical address: Langeberg Municipality, 28 Main Road Ashton. Identification details: T07/2020 Title of Tender: REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT PLANT DESIGN AND CONSTRUCT

LANGEBERG MUNICIPALITY

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

T1.2.4

T1.2 – TENDER DATA

Clause	Wording
F.2.9.4	A two-envelope procedure will not be followed.
F.2.10	The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.
F.2.11	Telegraphic, telephonic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.12	The tendered offer validity period is 90 days.
F.2.13	Access shall be provided for inspection and testing by personnel acting on behalf of the Employer.
F.2.14	Where a tenderer who received a tender document does not submit a tender, the tender documents issued to him must be returned to the Employer within 28 days after the closing date of submission of tenders. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".
F.2.15	The tenderer is required to submit the certificates listed in the Returnable Documents.
F.3.1	The time and location for opening the tender offers are at 12H00 on Friday At 28 Main Road Ashton
F.3.2	The procurement for the evaluation of responsive tender offers is Method 2 – financial offer and preference.
F.3.3	The financial offer will be scored using Formula 2 where W1 is; 80 where the financial value inclusive of VAT of all responsive tenders received not exceed R50,000,000.00. 90 where the financial value inclusive of VAT of all responsive tenders received exceed R50,000,000.00.
F.3.4	Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

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

QUALITY CRITERIA		
No	Criteria	Points
1.	Company's Relevant Experience	50
2.	Relevant Key Personnel Experience	50
TOTAL		100

Clause	Wording
	Quality will be scored in accordance with the following schedules: 2 Schedules corresponding to the above criteria, as detailed in Schedule 1F and Schedule 1G of the Returnable Schedules. The minimum number of evaluation points for quality is 70 points. The quality (functionality) criteria in respect of each of the criteria to be evaluated are as follows: 1. Company's relevant experience – Max 50 points Successfully completed the construction/reconstruction of a Leopold or similar water purification operation system. 2 or more projects completed: 50 points 1 projects completed: 30 points 0 projects completed: 0 points Tenderers shall attach project details and Completion Certificates to Schedule 1F. 2. Relevant Key Personnel experience – Max 50 points This project is estimated to require: - Contract Manager (maximum points achieved = 30 points) - More than 10 years experience: 15 points - Tertiary Qualification (B Eng / B Tech) : 10points - Professional Registration with ECSA (Pr Eng / Pr Tech): 5 points - Site Agent (maximum points achievable = 10 points) - More than 10 years site agent experience: 5 points - Acted as Site Agent on more than 3 projects involving water purification projects: 3 points - Tertiary Qualification (B Eng / B Tech / ND) : 2 points - General Foreman (maximum points achievable = 10 points) - More than 10 years site agent experience: 5 points - Acted as General Foreman on more than 3 projects involving the construction of filters for water purification 5 points Certified proof of qualifications and detailed CVs should be attached to Schedule 2F. TENDERERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 70 POINTS FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

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T1.2.6

T1.2 – TENDER DATA

Clause	Wording
F.3.6	Tender offers will only be accepted if: a) The Tenderer submits a valid Tax Clearance Certificate or a tax clearance verification pin number issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. b) The Tenderer submits a letter from an approved insurer undertaking to provide the Performance Surety to the format included in Part C1 of this document. c) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designated. d) The Tenderer or any of its directors / shareholders is not listed on the Register of Tenderer Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector. e) The Tenderer has not: i. Abused the Employer's Supply Chain Management System; or ii. Failed to perform on any previous contract and has been given a written notice to this effect; f) The Tenderer has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process; g) The Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) The Tenderer has not failed to perform on any previous contracts and has not been given a written notice to this effect.
F.3.7	The notification of the decision sent to the successful tenderer is not acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 14 days of the notification of any final decision (e.g. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work. The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.

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T1.2.7

T1.2 – TENDER DATA

Clause	Wording
F.3.8	Appeal against the decision Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 days of notification of decision or action, a written objection or complaint against the decision or action. Any tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager Supply Chain Unit. The format of the appeal must; Set out the reason for the appeal; • State in which way the appellant's rights have been affected by the decision; • State the remedy sought, and • Be accompanied by a copy of the notification advising the tenderer of the decision of the Bid Adjudication Committee. Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administration Justice Act (No. 3 of 2000). The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.
F.3.9	The number of paper copies of the signed contract to be provided by the Employer is one (1) .
Additional Clauses	The additional conditions of tender are: 1) Tenderers may not form any joint ventures without the permission of the Employer. 2) The maximum mark up on nominated sub-contractors work will be 7,5%.

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Schedules

T2.2 Returnable Schedules

PART T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**2.1.1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(included hereafter for completion)**

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority to Signatory
Schedule: 1C	Certificate of Authority for Joint Ventures
Schedule: 1D	Personnel Schedule
Schedule: 1E	Schedule of Plant and Equipment available for the Contract
Schedule: 1F	Schedule of Work Satisfactory carried out by the Tenderer
Schedule: 1G	Schedule of Proposed Subcontractors
Schedule: 1H	Proposed Amendments and Qualifications
Schedule: 1I	Certificate of Attendance at Clarification Meeting
Schedule: 1J	Declaration in terms of the MFMA (No 56 of 2003) in terms of Municipal Rates and Services.
Schedule: 1K	Declaration of Interest
Schedule: 1L	Estimated Monthly Cash Flow
Schedule: 2A	Proof of Authority of Signatory
Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Clearance Pin Requirements
Schedule: 2D	Joint Venture Agreement, If Applicable
Schedule: 2E	Curriculum Vitae of Key-Personnel
Schedule: 2F	Proof of Payment of Municipal Rates and Taxes
Schedule: 2G	Certificate certifying that the enterprise has no undisputed commitments.
Schedule: 2H	Particulars of any contracts awarded by an organ of state during the last five years of any material non-compliance or dispute concerning their execution over this period.
Schedule: 2I	Statement indicating whether any portion of the goods or services are to be sourced from outside the Republic.
Schedule: 2J	Proof of Payment of UIF
Schedule: 2K	Banking Details
Schedule: 2L	Code of Conduct

**2.1.2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

Schedule: 3A	Record of Addenda to Tender Documents.
Schedule: 3B	Declaration Concerning Fulfilment of the Construction Regulations, 2015
Schedule: 3C	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017.
Schedule: 3D	Declaration Certificate for Local Production and Content.
Schedule: 3E	Declaration of Bidder's past supply chain management practices.
Schedule: 3F	Certificate of Independent Bid Determination.
Schedule: 3G	Declaration in Service of the State



SCHEDULE 1A : 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. **(Failure to do so may result in your bid being disqualified)**

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Has and original and valid TAX clearance certificate been attached under Schedule 2D?

Yes / No

Section 3: Has a B-BBEE status level verification certificate been submitted?

Yes / No

If Yes, who was the certificate issued by? (Tick applicable box)

- ☐ An accounting officer as contemplated in the Close Corporation Act.
- ☐ A verification agency accredited by the South African National Accreditation System (SANAS).
- ☐ A registered auditor.

NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.

Section 4: CIDB registration number, if any:

Section 5: Particulars of sole proprietors and partners in partnership

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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Section 7:	Record of service of the state																														
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																															
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity		☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature																													
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th style="width:30%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width:30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th></th> <th></th> <th style="width:15%;">current</th> <th style="width:15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)				current	Within last 12 months																				
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)																													
		current	Within last 12 months																												
Section 8:	Record of spouses, children and partners in the service of the state																														
Indicate by marking the relevant boxes with a cross, if any spouse, child or partner of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:																															
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity		☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature																													
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		Current	Within last 12 months																												
* Insert separate page if necessary																															

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

- i) Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are 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;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature: Date: / / 201...

Print Name: Position:

Postal Address:

Street Address:

Telephone Number: Code Number

Cell Phone Number:

Facsimile Number: Code Number

E-mail Address:

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T2.2.2

Part T2 Returnable Documents

SCHEDULE 1B : AUTHORITY FOR SIGNATORY

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

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

A. Certificate for Company

I....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) take on 20, Mr/Ms acting in the capacity of was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms authorized signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. Chairman:

2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

T2.2.3

Part T2 Returnable Documents

SCHEDULE 1C : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

SCHEDULE 1D: PERSONNEL SCHEDULE

Job Description	Non-Local	Local
Contact Manager		
Site Agent		
Foremen		
Operators		
Clerk		
Artisan		
Bricklayer		
Watchmen		
Pipe Layer		
Labourers		
* Women (included in labourers)		
* Youth < 35 years (included in labourers)		
Other		

Specify the name, qualification and experience of the contract manager.

Yes

No

Specify the name, qualification and experience of the site agent.

Yes

No

Signature:

Date:

Print Name:

Position:

Tenderer:

SCHEDULE 1E: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT

The following are lists of major items of relevant equipment that i/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/ our tender is accepted.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

- b) Details of major equipment that will be hired, or acquired for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

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

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature: _____ Date: _____
 Print Name: _____ Position: _____
 Tenderer: _____

SCHEDULE 1G: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors to work on this contract.

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

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1H: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

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

Page	Clause or Item	Proposal
 LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA		

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 1I: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

(Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at (location) on (date), starting at

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

Particulars of person(s) attending the meeting:

1. Print Name: Signature: Capacity:

2. Print Name: Signature: Capacity:

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

1. Print Name: Signature: Capacity: Date & Time

**SCHEDULE 1J: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003)
IN TERMS OF MUNICIPAL RATES AND SERVICES**

(To be signed in the presence of a Commissioner of Oath)

I the undersigned, who warrants that he/she is duly authorised to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactory on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) Abuse the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
- f) Been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

DECLARATION IN TERMS OF MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Further to the above the undersigned herewith discloses the particulars of any award of more than R2000-00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months.

Name of that person: _____

Capacity in which that person is in the service of the state: _____

Amount of the award: _____

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel a contract arising out of this tender.

PRINT FULL NAME: _____ SIGNATURE: _____

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DULY AUTHORISED TO SIGN ON BEHALF OF: **(NAME OF ENTERPRISE / TENDERER*)**

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the municipal Finance Management Act and attach it to this schedule

ADDRESS: _____

CONTACT NUMBER: TEL. No. _____ CELL No. _____

FAX No. _____

Signed and sworn to before me at _____ on this _____ day of _____ 201... by the Deponent, who has acknowledged that he / she knows and understands the contents of this Affidavit is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his / her conscience.

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COMMISSIONER OF OATHS: _____

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICES SHALL BE ATTACHED TO SCHEDULE 2G

SCHEDULE 1K: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* YES / NO
 - 3.6.1 If so, furnish particulars.
.....
.....
 - 3.7 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.7.1 If so, furnish particulars.
.....
.....
 - 3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
 - 3.8.1 If so, furnish particulars.
.....
 - 3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be YES / NO

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involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, the undersigned (name) certify that the information furnished on this declaration form is correct. I accept that the municipality may act against me should this declaration prove to be false.

.....
Print full name

.....
Signature

..... / / 201...
Date

.....
Position

Signed and sworn to before me at _____ on this _____ day of _____ 201... by the Deponent, who has acknowledged that he / she knows and understands the contents of this Affidavit is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his / her conscience.

COMMISSIONER OF OATHS:



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T2.2.12

Part T2 Returnable Documents

SCHEDULE 1L: ESTIMATED CASH FLOW

The tenderer shall give a projected cash flow for this project.

DESCRIPTION	AMOUNTS (R)
Week	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
TOTAL	

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER

DATE

SCHEDULE 2 A: PROOF OF AUTHORITY OF SIGNATORY

The Tenderer shall attach to this page proof of authority of signature.



SCHEDULE 2B: DOCUMENTS OF INCORPORATION

The Tenderer shall attach to this page a **certified** copy of the certificate of incorporation of his / her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.



SCHEDULE 2C: TAX COMPLIANCE STATUS PIN REQUIREMENTS
--

It is a condition of bid that the taxes of the successful bidder must be in order, to meet the bidder's tax obligations.

- 1 The Income Tax Number and the Compliance status pin must be submitted together with the bid. Failure to submit the Income Tax number and the compliance status pin will result in the invalidation of the bid.
- 2 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Income Tax Number and Compliance Tax pin.



SCHEDULE 2D: JOINT VENTURE AGREEMENT, IF APPLICABLE
--

The Tenderer shall attach to this page a joint venture agreement, if applicable.



SCHEDULE 2E: CURRICULUM VITAE OF KEY-PERSONNEL

The Tenderer shall attach to this page a Curriculum Vitae of key personnel.



SCHEDULE 2F: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 1J.

Please note: Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.



**SCHEDULE 2G: CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED
COMMITMENTS**

The Tenderer shall attach to this page a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days.



SCHEDULE 2H: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF STATE DURING THE LAST FIVE YEARS OF ANY MATERIAL NON-COMPLIANCE OR DISPUTE CONCERNING THEIR EXECUTION OVER THIS PERIOD

The Tenderer shall attach to this page particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period.



**SCHEDULE 2I: STATEMENT INDICATION WHETHER ANY PORTION OF THE GOODS OR SERVICES
ARE EXPECTED TO BE SOURCED OUTSIDE THE REPUBLIC**

The Tenderer shall attach to this page a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if >R10 000 incl. VAT).



SCHEDULE 2J: PROOF OF PAYMENT OF UIF

The Tenderer shall attach to this page a letter from the Industrial Council indicating his good standing with regards to UIF payments.



SCHEDULE 2K: BANKING DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition F.3.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

Name of Account Holder:

Account Number:

Bank name:

Branch Number:

Bank and branch contact details

.....

LANGEBERG

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

MUNICIPALITEIT MUNICIPALITY MASIPALA

SIGNED ON BEHALF OF TENDERER:

.....

SCHEDULE 2L: CODE OF CONDUCT

CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier processes the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

28 Main Road
Ashton
6715

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;
- Immediate termination of contract , without resource; and/or

Acknowledgement and Acceptance, to be submitted together with application for listing as provider of goods and services

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____
Address: _____
Representative: _____
Signature: _____
Date: _____



SCHEDULE 3 A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 3B: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5(1) of the Construction Regulations, 2014 (hereinafter referred to as Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) a Client must –

- (g) ensure that the potential principal contractors submitting tenders have made adequately provision for the cost of health and safety measures;
- (h) ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely;

Tenderers shall answer the questions below:

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

(Tick)

Yes	☐
No	☐

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

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

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

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

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

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

(Tick)

Yes	☐
No	☐

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

1. _____ ID No. _____

(Name in Print): _____

2. _____ ID No. _____

(Name in Print): _____

SCHEDULE 3C: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

		POINTS	
		80/20	90/10
1.3.1.1	PRICE	80	90
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	10
Total points for Price and B-BBEE must not exceed		100	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R10 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

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- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 Tender: B-BBEE Status Level of Contribution: = (maximum of 20 points).

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (*delete which is not applicable*)

- 8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?
(Print full name of sub-contractor)

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (*delete which is not applicable*)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?Years

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for

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a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

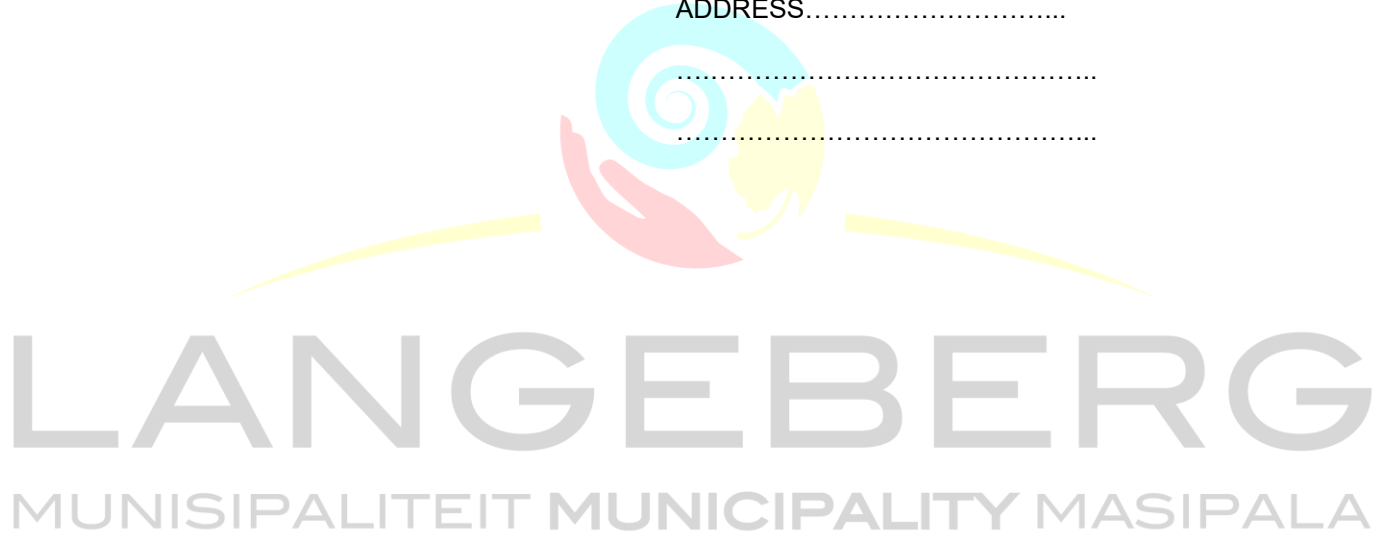
WITNESSES:

1.

 SIGNATURE(S)OF BIDDER(S)

2.

 DATE.....
 ADDRESS.....



SCHEDULE 3D: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Item No.	Description of services, works or goods	Min. threshold
	Pipe work	100%
	Pumps	100%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at on 2020

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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 Municipality / Municipal Entity):

.....

NB: 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

(c7)	Specified local content %
------	---------------------------

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
		(C20) Total tender value R									
<u>Signature of tenderer from Annex B</u>										(C21) Total Exempt imported content R	
										(C22) Total Tender value net of exempt imported content R	
										(C23) Total imported content R	
										(C24) Total local content R	
Date:										(C25) Average local content % of tender	



Local Content Declaration - Supporting Schedule to Annex C

all calculations

EE27	Tender description:

(E4)	Tender Authority:
(E5)	Tendering Entity:

--	--

Local Products (Goods,	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		
(E10) Manpower	(Tenderer's manpower cost)		
(E11) story overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		
(E12) Administration overheads and n	(Marketing, insurance, financing, interest etc.)		
	(E13) Total local content		
This total must correspond with Annex C – CZ4			
Signature of tenderer from Annex B			
Date:			

Date:

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

Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



SCHEDULE 3E: 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	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? (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>audit alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST
 ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 3F: 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.

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.

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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.

7. 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.

8. 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.

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

SCHEDULE 3G: DECLARATRON OF IN THE SERVICE OF THE STATE

SCHEDULE 16: DECLARATION OF "IN THE SERVICE OF THE STATE"

the state, or has been in the service of the state in the previous twelve months, the following information must be completed: **(Please indicate if not applicable)**

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

Owner	☐	☐	☐	Spouse	Child	Parent
Director	☐	☐	☐			
Manager	☐	☐	☐			
Shareholder	☐	☐	☐			

"in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

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

(c) an official of any municipality or municipal entity;

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

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

(f) an employee of Parliament or a provincial legislature.

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Pro Forma Documents

- Performance Guarantee
- Agreement in Terms of Section 37(2) Of the Occupational Health and Safety Act No 85 of 1993
- Certificate of Authority for Signature to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
- Declaration of Ownership of Unused Material in Certificate of Payment No...

C1.1: FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form, shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1: FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T07/2020: REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS**

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 Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, 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: R

(In words),

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 authorized to sign the tender)

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

.....

Telephone number: Fax number:

CIDB Registration Number of Tenderer:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

(ACCEPTANCE BY EMPLOYER)

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 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. 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:**

Date:

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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

LANGEBERG MUNICIPALITY

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature:

Name: *(in capitals)*

Capacity:

Name of Tenderer *(organisation)*

Address:

.....

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

Date:

For the Employer:

Signature:

Name: *(in capitals)*

Capacity:

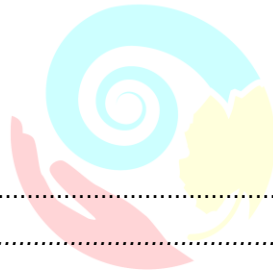
Name of Employer *(organisation)*

Address:

.....

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

Date:



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CONFIRMATION OF RECEIPT

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

the (day) of(month) 201... at (place).

For the Contractor:

Signature:

Name: *(in capitals)*

Capacity:

Name of Contractor *(organisation)*

Address:

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

Date:

For the Employer:

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

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

Date:

C1.2: CONTRACT DATA

General Conditions of Contract

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

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer and the Engineer.

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

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

Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract, are applicable to this Contract:

1.1 Definitions

The definitions contained in Clause 1.1 are hereby amended and / or supplemented as follows:

- Add the following to clause 1.1.1.5:
"or such other date as specified or stated in a written notice to the Contractors."
- Add the following definition:

"1.1.1.35 " Schedule of Documents" means the document so designated in and forming part of the Tender Documents."

1.3.5 Contractor's Copyright

Add to Clause 1.3.5:

"The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of the LANGE BERG Municipality: Department Civil Engineering Services."

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 4, amend "any drawing" to read "any design, drawing".

4.3.1 Compliance with applicable laws

Add to the end of Clause 4.3.1:

"The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 5. (1)(l) and 7. (1)(a) of the Construction Regulations, 2014 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Tender Documents.)".

4.3.2 Proof of good standing

Add to Clause 4.3.2:

"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contract Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

- (a) from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or
- (b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.

5.12.1 Extension of time for Practical Completion

Add to Clause 5.12.1:

"Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Engineer's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal".

5.12.2 Some reasons for extension of time

Add to Clause 5.12.2.2:

"Extension of time in respect of rainfall conditions shall be calculated in accordance with the method and data given in the Scope of Work."

5.12.3 Relevant adjustments to General Items

Replace the Clause with the following:

"If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable, as are appropriate to the circumstances concerned and taking into account any other compensation which may already have been granted in respect of these circumstances."

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 6.6.1.2.2, the third line, after the word "amount" insert ", excluding VAT,".

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 4, after the word "price", insert ", excluding VAT,".

6.8.2 Application of Contract Price Adjustment Factor

In Clause 6.8.2, line 3, after "Clause 6.10.1" insert:

"but including new rates or prices fixed in terms of Clause 6.4.1".

6.9.1 Vesting of Plant and Materials

Add to Clause 6.9.1.1:

"The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property."

6.9.2 Definition of "materials"

In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".

6.10.1 Interim Payments

In Clause 6.10.1.5, line 4 amend "documentary evidence" to read "a signed statement".

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

"Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a quality management plan as specified.

The Employer shall approve (or disapprove) the quality management plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission."

7.8.1 Making good of defects in Defects Liability Period

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Engineer", and amend "thereafter" to read "after the Defects Liability Period".

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides".

8.6.1 Insurances to be affected

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5:

"The Employer shall approve (or disapprove) the terms of the insurances within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6 (saice pg 6)

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

CONTRACT PRICE ADJUSTMENT SCHEDULE

Replace the definitions of "L", "P", "M", "F" with the following:

"L" is the "Labour Index" and shall be the "Geographic Index" (CPI per province) for the province in which the site lies, as stated in the Contract Data and as published in the Statistical News Release, P0141, Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the index for "Civil Engineering Plant" as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

"M" is the "Materials Index" and shall be the index for "Building and construction: Civil Engineering" as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the index for "Diesel fuel of Retail Metropolitan Areas" as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

ADDITIONAL CLAUSES

Add the following new clause:

“11 Adjustment for Changes in Cost – Imported Equipment

A Permissible Adjustment

The SEIFSA Index adjustment shall not apply to the value of any materials, good, plant or equipment imported from outside the Republic of South Africa and included on the Schedule of Imported Equipment, but contract price adjustments for variations in such prices will be permitted in respect of the following variables only:

- i) Variations in rates of exchange as detailed in Sub-Clause E.
- ii) Variations in customs surcharge and customs duty as detailed in Sub-Clause C.

All other fluctuations in the cost of imported materials, goods, plant and equipment shall be for the Contractor's account including any change in the cost of freight rates, marine insurance rates, wharfage, dock dues, landing charges, local cartage, agency charges, disbursement fees, delivery release orders, documentation, postage and petties and so forth.

B Values of Imported Materials, Goods, Plant and Equipment

- i) The value of materials, goods, plant, and equipment imported from outside South Africa, for which the Tenderer intends to cover his foreign exchange and import risk, may be inserted in the Schedule of Imported Equipment and deducted from the total values to be adjusted by the SEIFSA Index adjustment.
- ii) The value of imported materials, goods, plant or equipment referred to in (a) above shall be the quotation value in foreign currency converted to South African Rand by using the spot selling rate quoted by Council's main banker (ABSA) on the Base Date, to which shall be added any Customs Surcharge and Customs Duty applicable at that date.

C Variations in Customs Surcharge and Customs Duty

- i) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the Schedule of Imported Equipment and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

D Special Requirements for Price Adjustment Claims on Imported Equipment

All claims for price adjustments shall be supported by documentary evidence such as audited statements, proof of payment, receipted vouchers and other relevant information as required to the satisfaction of the Engineer, all presented in a clear and concise manner. Failure to render the information and statements as required will result in the rejection of claims for price adjustment.

Documentary evidence shall include documents showing the cost to the contractor of all imported materials, goods, plant and equipment, including Banker's debit notes and Bills of Entry, in respect of each and every consignment.

E Variations in Rates of Exchange

Adjustment for variations in rates of exchange referred to in Sub-Clause A(ii) above shall be based on the following:

- i) The Tenderer shall complete the Schedule of Imported Equipment for all imported materials, goods, plant and equipment for which the he intends to cover his foreign exchange and import risk, as stated in Sub-Clause B above.
- ii) The Contractor shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported plant or equipment inserted by the Tenderer in the Schedule of Imported Equipment.
- iii) When the Contractor so obtains forward cover he shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note as soon as possible thereafter.
- iv) Providing Sub-Clause E(ii) and (iii) above are fully complied with the value in Rand inserted in the Schedule of Imported Equipment, column (C) above shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value shall be adjusted accordingly.

Pro forma – Form of Offer

The Form of Offer to be used shall be the Form of Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma – Form of Acceptance

The Form of Acceptance to be used shall be the Form of Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

Pro forma - Deed of Guarantee

The Deed of Guarantee shall be in the form bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.

PART 1: APPENDIX GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS THIRD ADDITION (2015): DATA PROVIDED BY THE EMPLOYER

- 1.1.1.13 The Defects Liability Period is 12 calendar months.
- 1.1.1.14 The time for achieving Practical Completion of the whole of the Works is as stated in Part 2.
- 1.1.1.15 The name of the Employer is LANGEBERG MUNICIPALITY.
- 1.1.1.16 The Engineer is the Directorate Engineering Services, LANGEBERG MUNICIPALITY represented by an employee duly authorised thereto in writing.
- 1.1.1.26 The Pricing Strategy is Re-measurement Contract.
- 1.2.1.2: The Employer's address for receipt of communications is:
- Telephone: (023) 615 8000
Private Bag X2
Ashton
6715
- 1.2.1.2 The Engineer's address for receipt of communications is:
- Name: Manager Civil Engineering Services Langeberg Municipality
Address: 23 Faure Street, Ashton, 6715
Attention: Mr M Johnson
Tel Number: +27 (0)23 615 8000,
Fax Number: +27 (0)23 615 1563
e-mail address: mjohnson@langeberg.gov.za
- 1.3.2 The governing law is the law of the Republic of South Africa.
- 3.1.3 The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer:
- Variation Orders
- 5.3.1 The following documentation is required before Commencement with Works execution:
- (a) Health and Safety Plan (Refer to C3.4.2)
(b) Environmental Management Plan (Refer to C3.4.1.5)
(c) Initial programme (Refer to Clause 5.6)
(d) Security (Refer to Clause 6.2.1)
(e) Quality Management Plan (Refer to Clause 7.2.1)
(f) Insurance (Refer to Clause 8.6)
- 5.3.2 The time to submit the documentation required before commencement with Works execution is 14 days.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are public holidays and the year-end break which shall be defined for the purposes of this Contract as 16 December 2020 to 13 January 2021, inclusive.

T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

5.13.1 The penalty for delay is R 5 000 per day.

5.16.3 The latent defect period is 10 years.

6.2.1 Security

The security to be provided by the Contractor shall be a performance guarantee of 10% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

6.5.1.2.3 The percentage allowance to cover overhead charges is as stated in the Pricing Data.

6.8.2 A Contract Price Adjustment factor shall be applied to the value of certificates in accordance with the Contract Price Adjustment Schedule included in the Contract Data. In this Contract Price Adjustment factor:

The value of "x" is 0.15

The value of the coefficients are:

a = 0.20 Labour

b = 0.25 Contractor's equipment

c = 0.45 Material

d = 0.10 Fuel

The following are the special materials:

.....
.....
.....
The relevant geographical area is Western Cape Province: Secondary Urban Areas.

The urban area nearest the Site is Western Cape, All urban areas.

The applicable industry for the Producer Price Index for materials is Civil engineering.

refer to month of tender closure

6.8.3 Price adjustments for variations in the costs of special materials are not allowed.

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

6.10.3 Retention monies that are held shall not exceed **10%** of any amount due to the contractor with the Limit of Retention Money being **5%** of the Contract Price.

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

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil)**.

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T07/2020 REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS, DESIGN AND CONSTRUCT

- 8.6.1.2 A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA) is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R 10 000 000.00 for a single claim – the number of claims to be unlimited during the construction and defects liability periods.
- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurances are also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
 - (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
 - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 - (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- 8.6.6 The insurance policies and proof of due payment shall be produced to the Engineer within the time stated in Clause 5.3.2.
- 10.7.1 The determination of disputes shall be by arbitration.

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PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2: The Contractor's address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Address:

.....

.....

1.1.1.14 The time for achieving Practical Completion of the whole of the Works under the Bill of Quantities is..... weeks, all special non-working days, as stated under clause 5.8.1, included.

6.5.1.2.3 The percentage allowance to cover overhead charges is as stated in the Pricing Data.

6.8.3 The rates for special materials, exclusive of Value Added Tax, as the basis for price adjustment are:

Type of special material Unit Rate or price,

.....

.....

.....

6.2.1 The security to be provided by the Contractor shall be a Fixed Performance Guarantee of 10% of the Contract Sum including VAT.

C1.3: PRO FORMAS

PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3 The Guarantor hereby acknowledge that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for al purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory: (1)

Witness signatory: (2)

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

THIS AGREEMENT is made between **LANGE BERG Municipality** (hereinafter called the EMPLOYER) of the one part, herein represented by:.....

.....

in his capacity as:

AND:

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

.....

In his capacity as:

duly authorized to sign on behalf of the Contractor.

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

CONTRACT No: (CONTRACT TITLE)

.....

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - OR
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 of the GCC.
- 3 The Mandatary declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8: General duties of employers to their employees;
 - (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37: Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to

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all his subcontractors.

- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

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

on this the day of 2020...

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

on this the day of2020.

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

PRO FORMA

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,

Mr/Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

1. WITNESS: 1. 2.

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

PRO FORMA

**DECLARATION OF OWNERSHIP OF UNUSED MATERIALS in
CERTIFICATE OF PAYMENT NO.**

I/We, the undersigned,

..... (Name of Contractor) hereby declare

that the materials for which payment is claimed in terms of Clause 6.10.1.5 of the General Conditions of Contract are:

(a) as described

* (i) on the copy of Invoice No. annexed hereto

* (ii) as set out in detail below

.....
.....
.....
.....

*delete whichever is not applicable.

(b) located at

.....
.....

(c) totally owned by me/us and that no other party has any claim or right in respect of the above materials and that I am/we are free to pass ownership upon receipt of payment for such materials

(d) intended for incorporation into the permanent works of this Contract.

Signed at MUNICIPALITY MASIPALA

on this day of 20.....

Witnesses:

1.

2.

Signature:

Capacity:

On behalf of:

Address:

.....

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1.1	GENERAL
	The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.
C2.1.1.2	DESCRIPTION OF ITEMS IN THE SCHEDULE
	The short description of the items in the Bill of Quantities are for identification purposes only and comply in general with the measurement and payment clauses of the Contract Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.
C2.1.1.3	QUANTITIES REFLECTED IN THE SCHEDULE The quantities given in the Bill of quantities are the estimated quantities of work to be done, and will be subject to re-measurement during the execution of the works. The Contract shall obtain the Engineer's detailed instruction for all work before ordering any materials or executing work or making arrangements for it. The Works as finally completed with the contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Contract Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.2: BILL OF QUANTITIES

C2.2.1	PRICING OF THE BILL OF QUANTITIES
	The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be full inclusive prices to be paid by the Purchaser for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the document on which the Tender is based. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out. Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract. The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where: (a) an alternative item or material is contemplated; (b) variations of specified components in the make-up of a pay item may be expected; and (c) no work under the item is foreseen at the tender stage but the possibility that such work may (d) be required is not excluded. For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Purchaser may regard as unbalanced.

	All rates and amounts quoted in the Bill of Quantities shall be in Rands (R) and Cents (c) and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.			
C2.2.2	PROVISIONAL SUMS			
	Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with the Contract Specifications. The Purchaser reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstance whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Purchaser before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.			
C2.2.3	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 initialled by the Tenderer.			
C2.2.4	ARITHMETICAL ERRORS			
	Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Employer at the tender evaluation stage, as set out in the Condition of Tender and the Tender Data, clause F3.9.1.			
C2.2.5	UNITS OF MEASUREMENT			
	The units of measurement described in the Schedule / Bills of Quantities are metric units. Abbreviations used in the Schedule / Bills of Quantities are as follows:			
	mm	= millimetre	kg	= kilogram
	m	= metre	t	= ton (1000 kg)
	km	= kilometre	No.	= number
	m ²	= square metre	sum	= lump sum

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ha	= hectare	PC sum	= Prime Cost sum
m ³	= cubic metre	Prov sum	= Provisional sum
m ³ km	= cubic metre-kilometre	%	= per cent
ℓ	= litre	kℓ	= kilolitre



C 2.2.6 TERMS OF REFERENCE

Drinking Water Filtration System General Process Description:

The mono media filter is based on gravity which filters out suspended solids through mechanical straining and surface adsorption.

As filtration occurs, head loss increases due to the accumulation of solids in the filter media. When the head loss approaches a determined value a backwash is performed on the filter to wash solids from the filter media and reduce head loss.

The Filtration System is comprised of the following basic principles:

- A mono media filtration bed for retention of suspended solids
- A Filter Underdrain System for distribution of air and water for superior backwashing of the filter module.

UNDERDRAIN:

Underdrain system for the filters must be design to allow for the water quality and quantity. A complete set of drawings must accompany the bid

Air header piping

Under this section, we propose to furnish the design of four (4) Air Header Assemblies, manufactured from schedule 5, type 304 stainless steel pipe. The air header pipe shall measure 100mm in diameter and will run the width of the filter cells. The air header shall commence with a flange approximately 150mm outside the filter cell. Mating flange and hardware is to be supplied by others.

The air header pipe will have Drop Pipes to provide air to each of the individual filter laterals. Included with the air header pipe are the required type 304 stainless steel supports with securement hardware.

Design Criteria:

Filter design		
Type of underdrain	Flow from top to bottom	
Filter specifications		
Total number	4 no.	Given
Cells per filter	1 no.	Given
Individual filter area	12.25 m ²	Given
Total filter area	49 m ²	Given
Filter cell dimensions		
Length	3.5 m	Given
Width	3.5 m	Given
Filter media		

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Media type	Glass as specified by client. Manufacturer must be ISO 9001: 2008 accredited	Given	
Media depth	1.5 m	Given	
Individual media volume	18.37 m³	Calculated	
Total media volume	73.5 m³	Calculated	
Media size	0.475 – 1.0 mm	Given	
Loading rates			
Total design flow rate	80 m³/h	Given	
Backwash rates			
Backwash procedure	Sequential wash	Given	
Design air rate	50 m/h	Estimated	
Design high water rate	30 m/h	Estimated	
Air scour blowers			
Total numbers	1 pcs	Assumed	
Flow capacity per blower*	665 m³/h	Calculated	
Backwash pumps			
Total numbers	2 pcs	Existing	
Piping			
Air header piping	75	mm	Advised
Air main	100	mm	Advised
Backwash piping	250	mm	Given
Final Water Qaulity			
Turbidity	<1	SANS 241	Given
Colour	<10	SANS 241	Given

Hydraulic Demonstration

1. The filter manufacturer shall, at their own facilities, if requested by the ENGINEER, set up a test lateral run of equal length to that required by the project and provide an opportunity for the ENGINEER and/or OWNER to visit the facility to witness a full scale demonstration of the head loss and flow distribution during backwash.
2. The test facility shall be capable of demonstrating concurrent air and water distribution in a submerged trough and water only distribution on a non-submerged test bench.
3. These demonstration services shall be provided by the filter manufacturer with reasonable notice and at no additional expense to the OWNER or ENGINEER.

INSTALLATION

Manufacturer's Services

1. The underdrain manufacturer shall retain on its permanent staff, field service representatives with at least 10 years of experience in the placement of underdrain. (Such persons shall be available on a fee-paid basis to instruct the CONTRACTOR in the proper placement and testing of the underdrain).
2. The CONTRACTOR shall provide the services of the manufacturer's technical representative for not less than 6 (the filter manufacturer shall provide in his scope to supply sufficient instruction to meet the requirement of one man-day per 300 square feet of filter area or part thereof continuously installed) working days to inspect and supervise the installation and testing of the filter underdrain system in 2 trips.
3. Additional supervision for testing or other purposes in excess of that included above shall be made available by the manufacturer with reasonable notice and at the manufacturer's prevailing per diem rate plus living and travel expenses.

General

1. The CONTRACTOR shall install the filter underdrain system in strict accordance with: (1) the manufacturer's written instructions and recommendations and the manufacturer's installation drawings; (2) the oral and written directions provided by the manufacturer's technical representative who is supervising and observing the WORK; and (3) any additional requirements specified herein.

Floor Preparation

1. Care shall be exercised in preparing the filter floor slab and in setting the anchors to assure proper alignment and elevation. Steel anchor rods shall be furnished by the filter manufacturer and set in the floor slab on both sides of the distribution flume in accordance with the drawing provided. The floor slab shall be screeded into a flat level plane and be free of protrusions and depressions, but have a rough, broom finish. Do not trowel or finish the floor to a smooth finish.

Underdrain Lateral Installation

1. The underdrain laterals shall be set in relatively level rows on a bed of grout over the filter floor slab.

Cleaning and Protection during Installation, Testing, and Start-up

1. The CONTRACTOR shall take all precautions recommended by the underdrain manufacturer or specified herein to ensure that the filter underdrain system and any piping communicating therewith is completely clean and free of any debris, dirt, or other foreign materials which could clog the underdrain system or interfere with flow. Backwash air and water piping shall be thoroughly flushed clean. All loose debris and dirt within the filter cell and flume shall be removed by brooming down and vacuuming. Care shall be taken to keep grout from being deposited anywhere where it could interfere with flow. Any grout so deposited shall be removed. As installation progresses, partially completed portions of the WORK shall be protected with heavy visqueen or other suitable material to maintain the cleanliness of the underdrain system. Such protection shall be maintained until the support media is installed.
2. Any time the underdrain laterals are to be used as a work surface, the underdrain block shall be overlaid with 1/2 inch (13 mm) minimum plywood sheeting where necessary, to distribute the load of yard buckets, wheel barrows, ladders, scaffolds, etc., to prevent damage to the underdrain.

FIELD TESTING

Underdrain Lateral Flow Distribution Test

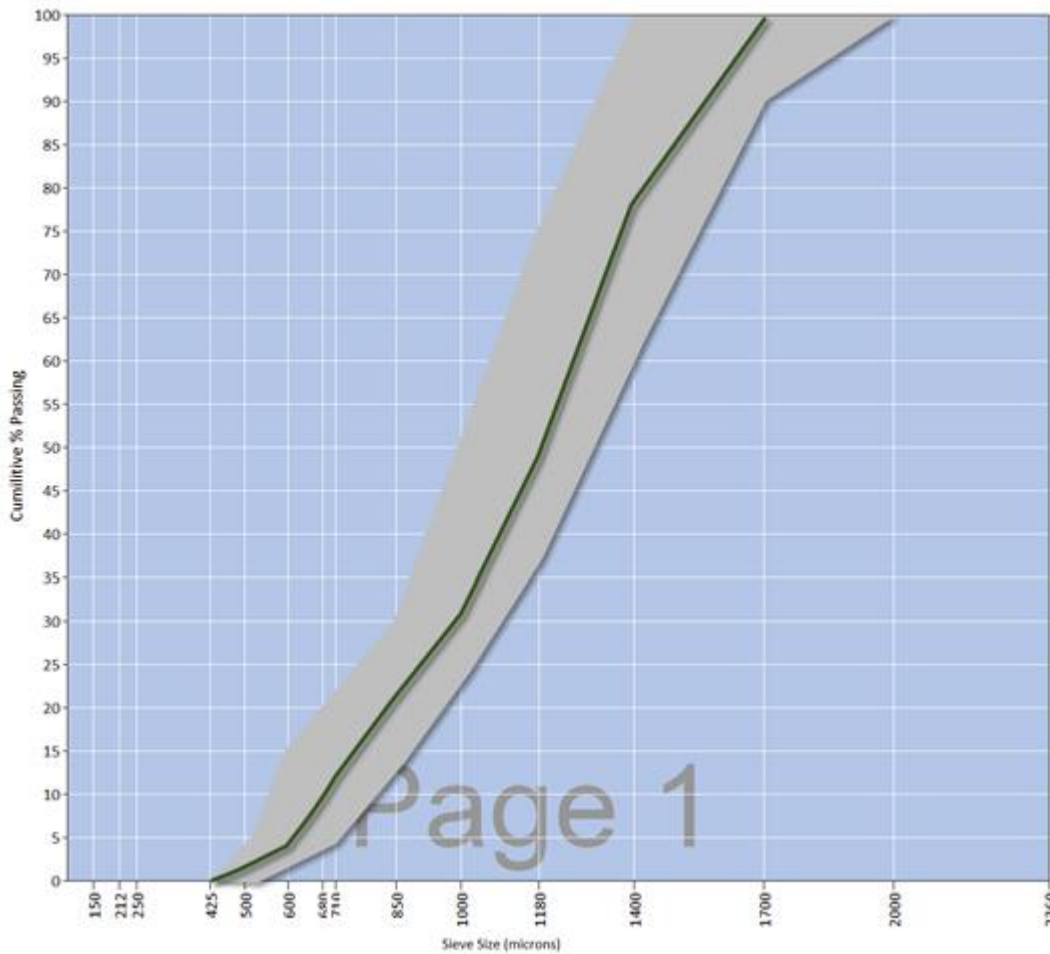
1. The filter underdrain system in each filter cell shall be given a series of visual, qualitative, flow distribution tests to verify that pores are not clogged with debris and that flow distribution is uniform. These tests shall be performed before the filter media is placed.
2. During each test, the underdrain laterals shall be visually inspected for uniform distribution of air and water and for any signs of quiescent zones and excessive surface turbulence.

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Working space may sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, the Contractor must note that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or claim for payment due to these difficulties will be considered.



C4.4. FILTER MEDIA



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Micron	Upper Limit				Lower Limit				Typical Grading				Envelope Specifications	
	Grams Retained	% Retained	Cum % Retained	Cum % Pass	Grams Retained	% Retained	Cum % Retained	Cum % Pass	Grams Retained	% Retained	Cum % Retained	Cum % Pass		
2360	0	0%	0%	100%	0	0%	0%	100%	0	0%	0%	100%	Bulk of Envelope	
2000	0	0%	0%	100%	0	0%	0%	100%	0	0%	0%	100%	0,95mm	
1700	0	0%	0%	100%	0	0%	0%	100%	10	1%	1%	99%	Uniformity Coefficient	
1400	0	0%	0%	100%	400	40%	40%	60%	210	21%	22%	78%		
1180	25	25%	25%	75%	230	23%	63%	37%	290	29%	51%	49%	1,8	
1000	25	25%	50%	50%	140	14%	77%	23%	180	18%	69%	31%		
850	20	20%	70%	30%	110	11%	88%	12%	100	10%	79%	21%	Bulk Density:	
710	8	8%	78%	22%	80	8%	96%	4%	90	9%	88%	12%		
600	12	12%	90%	10%	20	2%	98%	2%	80	8%	96%	4%	1,35	
425	7	7%	97%	0%	20	2%	100%	0%	30	3%	99%	0%		
300	3	3%	100%	0%	0	0%	100%	0%	10	1%	100%	0%		
Pan														
	100	100%			1000	100%			1000	100%				

Particle Shape Description - Highly spherical, Sub-Angular particles. Clear flat glass is used and crushed by means of horizontal impact crushing. This prevents splintering and contamination of final product.



E. SCHEDULE OF QUANTITIES

REHABILITATE FOUR (4) FILTER FLOORS (Phased in two separate installations 1 filter at a time) AND REFURBISHMENT OF SUPPLY LINE TO CLARIFIER

PHASE 1 :Filter Floor 1

a) Floor 1 – Breaking out existing filter floors.

1 Floors Breaking out existing filter floors – media removal and previous equipment and making neat				
Item	Description	Days	Day Rate	Total Amount
1	Days (8 hour day) including travelling & accommodation		R	R
Total for breaking out of four (4) floors and making neat			R	

b) Wall Concrete Repair work

Wall Concrete Repair before installation of Leopold or similar under drains				
Item	Description	Unit	Rate	Total Amount
1	Preparation work to expose up to sound concrete, chip away, pressure wash and expose reinforcing. Fill-up with Sika Monotop 612, including travelling & accommodation (3 m3 allowed for)	m3	R	R
2	Preparation and repair filter bay after removal of the existing equipment using Sika Monotop 612, including travelling & accommodation (1.5 m3 allowed for)	m3	R	R
3	Epocem 720 to all exposed concrete surfaces – 3 mm applied, including travelling & accommodation (225 m2 allowed for)	m2	R	R
4	Casting closed of existing openings (5 m3 allowed for)	m3	R	R
Total for concrete repair of four (4) floors			R	

c)Floor 1

1 Floor - INSTALLATION – EQUIPMENT (Leopold under-drains – supplied by others)				
Item	Description	Days	Day Rate	Total Amount
1	Days (8 hour day) including travelling & accommodation		R	R
2	Underdrain equipment & material required			R
3	Non-Underdrain equipment & material required			R
4	Delivery of above mentioned equipment to site			R

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Total for equipment of four (4) floors		R	
ACCREDITED INSTALLER			
Item	Description	Day Rate	Total Amount
1	10 days (8 hour day, including travelling & accommodation)	R	R
FILTER MEDIA			
Item	Description	Rate/ 1 filter	Total Amount
1	Filter media as specified by client – Supplied, delivered and installed	R	R
Total for installation of four (4) filters		R	
TOTAL FOR PHASE 1: ALL FILTERS		R	

PHASE 2: Mechanical equipment

Mechanical equipment			
Item	Description		Total Amount
1	External sub-contractor for refurbishment of mechanical equipment and various other items.		R
2	Main contractor mark-up (% and amount in Rand)	%	R
Total for phase 2: Refurbishment of supply pipeline		R	

PHASE 3: Filter Media

Filter media			
Item	Description		Total Amount
1	Supply, deliver and place filter glass.		R 800 000-00
2	Main contractor mark-up (% and amount in Rand)	%	R
Total for phase 4: Filter media		R	

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**REHABILITATE FOUR (4) FILTER FLOORS (Phased in FOUR separate installations)
AND REFURBISHMENT OF MECHANICAL EQUIPMENT**

TOTAL FOR PHASE 1:	R
TOTAL FOR PHASE 2:	R
TOTAL FOR PHASE 3	R
TOTAL FOR PHASE 4	

SUBTOTAL	R
ADD CONTINGENCIES 10%	R

SUBTOTAL	R
ADD VAT 15%	R

TOTAL TENDERED PRICE	R
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PART C3: SCOPE OF WORK

C3.1	Description of the Works
C3.2	Engineering
C3.3	Procurement
C3.4	Construction
C3.5	Management
C3.6	Annexes



PART C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVE

The Employer's objective is to implement the installation of the **REHABILITATION OF FILTERS AT MONTAGU WATER TREATMENT WORKS**

All works must comply with all current and relevant South African codes and standards as well as the Langeberg Municipality's own standards.

C3.1.2 OVERVIEW OF THE WORKS

The Works comprises of the rehabilitation of the filters at the Montagu Water Treatment Works. The contractor must include in his bid all relevant details and design criteria used for his proposal.

C3.1.3 EXTENT OF THE WORKS

The work included in this contract involves the following;

- 1) Removal of existing filter media;
- 2) Removal of existing concrete filter floors;
- 3) Supply and install new filtration system;
- 4) Pipe and mechanical work;
- 5) Supply and place new glass filter media;
- 6) Completion;
- 7) Hand-over.

Construction methods must be such that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

C3.1.4 LOCATION OF WORKS

The site of works is situated in Montagu within the Langeberg Municipality.

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C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Temporary works
Construction
Preparation of “as built” information

The bidder must include all drawings and list it below for his proposal.

[illegible]

PART C3.3: PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

C3.3.1.1 Requirements

Bids will be evaluated in terms of the Langeberg Municipality's Supply Chain Management Policy. (See Returnable Schedule 3C).

C3.3.1.2 Resource standard pertaining to targeted procurement

The Supply Chain Management Policy of the Langeberg Municipality is applicable to this project. It is important to note that the returnable schedule be completed in this regard.



PART C3.4: MANAGEMENT

C3.4.1 MANAGEMENT OF THE WORKS

C3.4.1.1 Applicable SANS and SABS standards

The provisions of these SABS 1200 take precedent over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "Applicable SABS 1200 standardised specifications."

The SABS 1200 Standardised Specifications for Civil Engineering Construction applicable to this contract are stated in Section C3.4: Construction.

C3.4.1.2 Particular / Generic specifications

Not applicable.

C3.4.1.3 Methods and procedures

C3.4.1.3.1 Maintenance of accesses and temporary access roads

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SABS 1200 A.

If the Contractor does not make use of existing access roads for hauling of materials to or from the site, he shall be responsible to clear and spillage caused by his activities on or near the roads by whatever means necessary, with one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

C3.4.1.3.2 Normal working hours

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

C3.4.1.3.3 Interference with Municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions or with the operation at Langeberg.

Any member of the Contractor's staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.

C3.4.1.3.4 Giving notice of work to be covered up

The Contractor shall give the Engineer reasonable time to accommodate examinations in his programme, in which case times for inspections can be agreed on. Requests for examination of work shall be made in the site request book 24 hours before the examination is required.

If the Engineer attends with the purpose of examining any part or materials of the works at the time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

C3.4.1.3.5 Cost of test specimens and tests

It is deemed that the contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction where prescribed, comply with the specification.

C3.4.1.4 Quality plans and control (Testing)

Refer SABS 1200 A : General

C3.4.1.5 ENVIRONMENTAL MANAGEMENT PLAN

C3.4.1.5.1 Environmental Management Requirements

Before starting work on site the Contractor shall present to the Engineer his Environmental Management Plan for approval. He shall also appoint an Environmental Management Officer in writing and give a copy of the letter of appointment to the Employer.

The Environmental Management Specifications are attached as **Appendix B** and must be referred to when compiling the Environmental Management Plan.

C3.4.1.6 PLANNING AND PROGRAMMING

The Employer will take no responsibilities for any work done outside the site of works without approval by the Engineer.

Immediately after the handing over of the site the Engineer and the Contractor shall discuss the order of procedure and methods in which the Contractor shall carry out the works, after which the Contractor shall compile and submit to the Engineer, within 14 days of the commencement date, the construction programme.

The programme shall be in the form of a bar chart only, and shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction. Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Engineer's approval.

Sufficient digital photographs of all structures and obstructions in the pipeline route must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in the contract.

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C3.4.1.7 Recording of weather

The Contractor shall record all rainy and windy periods, which may adversely affect to the contractual time for completion in terms of clause 42 of the General Conditions of Contract.

The Contractor shall erect a rain gauge on site for the purpose of recording precipitation.

C3.4.1.8 Format of communication

All communication regarding the contract shall be channelled through the Engineer and / or his duly authorised representative.

C3.4.1.9 Management meeting

Management meetings shall be held once a month for the duration of the contract on dates and times to be agreed.

C3.4.1.10 Daily records

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

C3.4.2 HEALTH AND SAFETY

C3.4.2.1 Health and Safety Requirements

Before starting work on site the Contractor shall present to the Engineer his Health and Safety Plan for approval. He shall also appoint a Health and Safety Officer in writing and give a copy of the letter of appointment to the Employer.

The health and Safety Specifications are attached as **Appendix A** and must be referred to when compiling the Health and Safety Plan.

C3.4.2.2 Access to Site by Public

The contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notice shall be in English, Afrikaans and the most commonly used local language.

C3.4.2.3 Barricades and Lighting

All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable Occupational Health and Safety Regulations.

C3.5.1 CONSTRUCTION PROGRAM AND REPORTING

C3.5.1.1 Construction Programme

The Contractor must submit his construction programme within the time stated in the Tender Data. The programme is subject to the Engineer's approval and remains so for the duration of the contract.

The programme shall be in the form of a sloping bar chart or other time/activity form acceptable to the Engineer. The unit of measurement in respect of the periods of activities will be a week. The programme shall reflect at least the following information:

- a) A description of each of the major activities that are to be carried out during the contract and the sequence in which they will be done;
- b) The programmed time for carrying out each activity;
- c) The dependencies that exist between the various activities and whether these are time-related or resources-limited or both;
- d) The critical path of activities on which final completion of the Work is dependent;
- e) The amount of slack time for non-critical activities.

The following is a list of activities that the Contractor is required to indicate on his programme which shall not be considered as being comprehensive but rather as the minimum information required by the Engineer;

- 1) Establishment on site;
- 2) Setting out of Works;
- 3) New filters;
- 4) Pipe work;
- 5) Mechanical;
- 6) Completion;
- 7) Hand-over.

The following details shall also accompany the programme:

- a) Proposed number of working hours per day, working days per week, "pay weekends": if any, and any proposed holiday or other shut down periods;
- b) Schedule of proposed labour resources (giving a breakdown of description and number of units) for each major activity;
- c) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity;
- d) The rate of production on which the programmed time for carrying out the work is based on the progress of water reticulation.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since this programme will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the

Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

Once approved by the Engineer in writing, this programme shall be known as the contract programme and shall be revised only as described below. Minor revisions to the contract programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer require a major revision to the contract programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Engineer within two weeks of receipt of such notification.

If a revised programme is issued, the effect on the initial path must be clearly indicated to the Engineer as must the steps required to be taken to ensure the completion of the contract within the stated Time of Completion.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the contract programme with detailed programme (as described below, PS 3.5.3.2) duly marked up to reflect the actual progress up to that date.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall be covered under the Preliminary and General items.

C3.5.1.2 Detailed Programme

Detailed programmes (used to amplify certain aspects of the contract programme and submitted monthly);

- 1) Detailed bar charts
An extract from the updated contract programme covering the forthcoming two-month period with major activities broken down into daily activities.
- 2) Production graphs
Sloping bar graphs where the "unit" (ex m³, km, no) is shown on the vertical axis, "time" (in days) is on the horizontal axis and the graph line reflects the "activity". These are to be produced for the forthcoming month and will cover all activities of a repetitive nature such as excavation and backfill, removal of pipes, disposal of pipes, reinstatement of roads, etc.

C3.5.1.3 Reporting

The Contractor shall submit to the Engineer at least three days before each monthly site meeting a monthly progress report that shall include the following;

- 1) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the contract programme;
- 2) Highlight activities running late, indicating what steps have (or will) be taken (ex reprogramming, additional plant and/or labour resources, etc) to ensure that the specified date of completion is not overrun;
- 3) Status report of all plant employed on site;
- 4) Status report of all labour resources employed on site;
- 5) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Schedule A (Preliminary and General).

C3.5.1.4 Methods

The Contractor shall restrict his activities to the area(s) as indicated by the Engineer and access routes. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

The construction methods must make provision for progressive and systematic finishing and trimming of the works that will form an essential part of this contract.

C3.5.2 SITE ESTABLISHMENT

C3.5.2.1 Services and facilities provided by the Employer

a) Sources of Water Supply

The Contractor shall make his own arrangements with the relevant authorities for obtaining potable water for construction and domestic purposes. The Contractor shall pay for water at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary standpipe, if required.

b) Source of Power Supply

The Contractor shall make his own arrangement for obtaining power he may require, and be responsible for all costs involved. Any extension of time due to delays of power facilities will not be granted.

c) Location of Camp and Materials storage area

A site for the Contractor's camp and materials storage area will be pointed out during the site visit.

The Contractor shall confine his camp and storage of material to the areas designated. On completion of the construction works the surface of the area utilised shall be re-installed to their original condition.

C3.5.2.2 Facilities provided by the Contractor

a) Temporary Offices

Site meetings will be held in the Contractor's site office.

b) Sanitation Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

c) Telephone Facilities

If the Contractor and / or his representative are in possession of a phone and / or cellular phone, it must be made available for the Engineer when required.

C 3.5.2.3 Notice board

Notice board is required for this contract.

C3.5.2.4 Housing for Contractor's Employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to the site. No extension of time due to any delays resulting from this will be granted.

No housing on site shall be allowed, except for security personal.

C3.5.2.5 Rail Facilities

The nearest railway station handling goods is in Bonnievale.

C3.5.3 SITE FACILITIES REQUIRED

C3.5.3.1 Facilities for the Engineer

Other facilities such as name board, survey equipment, etc. required for the Engineer, are described under the relevant sections.

C3.5.4 FEATURES REQUIRING SPECIAL ATTENTION

C3.5.4.1 Safety Regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe. The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

C3.5.4.2 Safety

Since the construction occurs in the vicinity of a built-up area the Contractor must take the safety of the public into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.

C3.5.4.3 "Record" Drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. This information must be submitted, monthly by the Contractor with his payment certificate, to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a complete new set of drawings from the Engineer at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the items.

C3.5.4.4 Finishing and Trimming

Progressive and systematic finishing and trimming will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to

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accumulate unnecessarily and in the event of this occurring, the Engineer shall have the right to withhold payment for as long as deemed.

C3.5.4.5 Known Services

The position of existing services insofar as they are known, are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information they shown only the approximate positions of existing services and shall be a guide only. The Contractor's attention is drawn to clause 5.4 of SABS 1200A. Items have been allowed in the Bill of Quantities for dealing with and protecting services.

C3.5.4.6 Dealing with Water

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater, water as a result of a burst water pipe in the vicinity of the works.

No additional payment will be made, and it will be deemed to be included in the rates of the relevant items.

C3.5.4.7 Survey Beacons

Reference marks with levels and coordinates are indicated on the drawings and have been placed on site. The Contractor's attention is drawn to clause 5.1.2 of SANS 1200 A.

C3.5.4.8 The Local Community

The local community from which the local labour is to be recruited is the Montague community.

C3.5.5 ABNORMAL RAINFALL

The Contractor shall make allowance in his tendered rates, prices and programme for the normal rainfall and adverse weather conditions that may be expected during the Contract period. All necessary steps shall be taken to proceed with the Works despite inclement weather. The Contractor shall however record all inclement weather conditions which adversely affect the Works.

The Contractor shall keep daily rainfall records and submit them to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the appropriate items.

The numbers of days per month on which work is expected not to possible as a result of normal rainfall for which the Contractor shall make provision, is given in Table PS 5.3. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table PS 5.3 will qualify for the consideration of extension of time.

TABLE PS 5.3: EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

Month	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)	Month	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)
January	1,0	7,1	July	4,0	39,9
February	1,0	8,5	August	4,0	37,2
March	1,0	11,7	September	2,0	23,9
April	2,0	22,0	October	2,0	20,3
May	3,0	32,2	November	1,0	12,8
June	5,0	47,9	December	1,0	8,5

During the execution of the works, the Engineer will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if **less than 30%** of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS 5.3, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic condition for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as "nil."

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C3.5.6 LABOUR BASED WORK

C3.5.6.1 General

It is a requirement of this contract that as many construction activities as possible, that can be done reasonably by means of labour-intensive methods, are carried out in such a manner. All unskilled labour used in the execution of the contract (excluding artisans, technical staff and supervisory staff), must be employed from the Montagu community.

C 3.5.6.2 Work considered to be labour based (Labour intensive)

The following components of work must be executed using labour-based construction methods.

- 1) Brick building;
- 2) Concrete works;
- 3) Cleaning and finishing off.

Note:

In the Bill of Quantities, the cost of labour based construction activity is covered by using the standard payment items with no additional extra-over payment item to cover the additional cost of using labour based construction methods.



PART C3.6 : ANNEXURES

Annex A : Figure 1 : Locality Plan

ANNEX A: LOCALITY PLAN



PART C4: SITE INFORMATION

- C4.1 **SCOPE**
- C4.2 **NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE**
- C4.3 **FEATURES REQUIRING SPECIAL ATTENTION**
- C4.4 **FILTER MEDIA**

PART C4.1 : SCOPE

The documentation included in this section describes the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings has been included in this section and interpretation is a matter for the tenderers.

PART C4.2 : NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE

The material on the site mainly consists of sand, shale stone and river stones (boulder material). The water table may be relatively high during the winter months and provision must be made for effective draining of excavation.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the abovementioned other than the relevant items in the schedule of quantities.

Prospective Tenderers shall acquaint themselves with the nature of materials on site.

PART C4.3 : FEATURES REQUIRED SPECIAL ATTENTION

C4.3.1 SAFETY REGULATIONS

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SABS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All potentially hazardous areas shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. No additional payment will be made to the Contractor for complying with these requirements.

C4.3.2 Safety

Since the construction occurs in the property of private farm owners the Contractor must take the safety of the public into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.

C4.3.3 “RECORD” DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. This information must be submitted, monthly by the Contractor with his payment certificate, to the Engineer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a complete new set of drawings from the Engineer at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of “as-built” drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the items.

C4.3.4 FINISHING AND TIDYING

Progressive and systematic finishing and trimming will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring, the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C4.3.5 SITE INSTRUCTION BOOK

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

C4.3.6 **CONSTRUCTION IN RESTRICTED AREAS**

Working space may sometimes be restricted. The construction method used in these restricted areas largely depends on the Contractor's plant. However, the Contractor must note that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payment or claim for payment due to these difficulties will be considered.



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

1. Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Employer is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Employer's Occupational Health & Safety specification. In terms of Regulation 4 (2), the Employer and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. Framework for An Occupational Health And Safety Plan

2.1 Introduction

The Principal Contractor has to demonstrate to the Employer that it has a suitable and sufficiently documented Occupational Health and Safety plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Employer:

- Management structure.
- Quality plan.
- Human resources plan.
- Registered workplace skills plan.
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of Induction and other training of employees.
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation reports.

The following specifications are supplied as a guide only. The Employer's Health and Safety Agent may amend and/or expand on the specifications by means of an addendum to Tender or after the award of the Contract.

2.2 OH&S plan at tender stage

Tenderers shall submit an OH&S plan with their tender document. This shall be a preliminary plan that may be expanded on and finalized after the award of the contract.

The OH&S Plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and unsafe working conditions.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe-working environment and safety equipment.
- Ensuring the safety of sub-contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Using competent safety officers.

2.3 Contents of An Occupational Health And Safety Plan

2.3.1 Occupational health and safety management programme

- Management of Occupational Health and Safety risks.
- Occupational Health and Safety structures and appointments.
- Programme of Occupational Health and Safety inspections.
- Occupational Health and Safety Representatives.
- Occupational Health and Safety committee.

2.3.2 Communication and management of the work

- Management structure and responsibilities.
- Details of the construction supervision and his appointed assistants.
- Details of the Construction Safety Officer.
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- Arrangements for:
 - > Regular liaison between parties on site.
 - > Consultation with the workforce.
 - > The exchange of design information between the Employer, designers, supervisors and contractors on site.
 - > Handling design changes during the project.
 - > Selection and control of contractors.
 - > The exchange of Occupational Health and Safety information between all contractors.
 - > Security.
 - > Site induction and on site training.
 - > Facilities and first-aid.
 - > The reporting and investigation of accidents and incidents.
 - > The production and approval of risk assessments and method statements.
 - > Site OH&S rules.
 - > Fire and emergency procedures.
 - > Reporting to the Employer i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings.
 - > Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

2.3.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

2.3.3.1 Safety risks

- Services, including temporary electrical installations.
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials.
- Control of lifting operations.
- The maintenance of plant and equipment.
- Traffic routes and segregation of vehicles and pedestrians.
- Handling and storage of hazardous materials.
- Dealing with existing unstable structures/land.
- Working in confined spaces.
- Working at elevated heights (> 3,0 m).
- Other significant safety risks as and when identified.

Appendix A

Appendix A : Health and Safety Specifications

2.3.3.2 Health risks

- Working environment (operational sewage treatment works).
- Handling sewage sludge.
- Handling, storage and use of hazardous chemical substances.
- Dust containing cement, silica and other hazardous substances.
- Dealing with contaminated land or material.
- Manual handling.
- Reducing noise and vibration.
- Provision of adequate lighting.
- Ventilation considerations.
- Extreme heat and cold temperature considerations.
- Dealing with HIV/Aids and other illnesses.
- Provision of and maintaining ablution and eating facilities.
- Other significant health risks as and when identified.

2.3.3.3 Special risks

Contractors are to take note of the special risks that may be encountered during the project and to include these special risks in the OH&S plan.

2.3.3.4 Working environment

- Spray from sewage treatment operations.
- Open and unguarded structures containing liquid (sewage).
- Rotating machinery and pumps.

2.3.3.5 Installation work

- Use of electricity may be hazardous in wet conditions.
- Working space may be limited.
- Lifting and placing of heavy equipment.

3. Preparation of An Occupational Health And Safety Operational Reference File/Manual

The Principle Contractor shall open and maintain an OH&S file for the duration of the contract. On completion of the contract the Principle Contractor shall hand the OH&S file to the Employer.

3.1 The following are some of the requirements to be addressed

- Layout, format and content requirements.
- Arrangement for the collection and gathering of information.
- Storage and archiving of all the information.
- Copy to the Client at completion of project.

3.2 Contents of an OH&S file/manual

- OH&S Policy.
- Notice of new project.
- Site start-up.
- Security measures.
- Written designations and appointments.
- Arrangements with contractors/mandataries.

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- OH&S rules and procedures.
- Induction.
- OH&S training.

Appendix A

Appendix A : Health and Safety Specifications

- OH&S representatives.
- OH&S committees.
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment.
- Workplace inspections and audits.
- Investigation and reporting of incidents/accidents.
- Mechanical safeguarding.
- Electrical safeguarding.
- Safeguarding against hazardous substances.
- Lifting machinery and equipment.
- Construction vehicles and mobile plant.
- Welding, heating and flame cutting.
- Protection of the environment affected by construction activities.
- Keeping of records in terms of the OH&S Act (85 of 1993).
- General details of construction methods and materials used.
- Details of equipment and maintenance facilities within the structures.
- Maintenance requirements and procedures for structures / equipment / plant.
- Manuals produced by suppliers and specialist contractors, including operating and maintenance procedures and schedules for plant and equipment.
- Details of the location and nature of utilities and services, including emergency and fire- fighting systems.

4. Notice of Construction Work

The Contractor shall complete Annexure A - Notification of Construction Work of Regulation 3 of the Construction Regulations 2003.

The original shall be forwarded to the office of the Department of Labour closest to the site. A copy of the original must be kept on site at all times.

5. Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public.

As the area is adjacent to a residential area, the Contractor shall take special precautions to prevent public access to the works.

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Note: These Standard Conditions of Tender are identical to that contained in Annex F of the Construction Industry Development Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or 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 utilised 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 totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

- F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-
 - (a) due to changed circumstances, there is no longer a need for the 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.
- F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

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F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.2.2 The cost of the tender 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.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

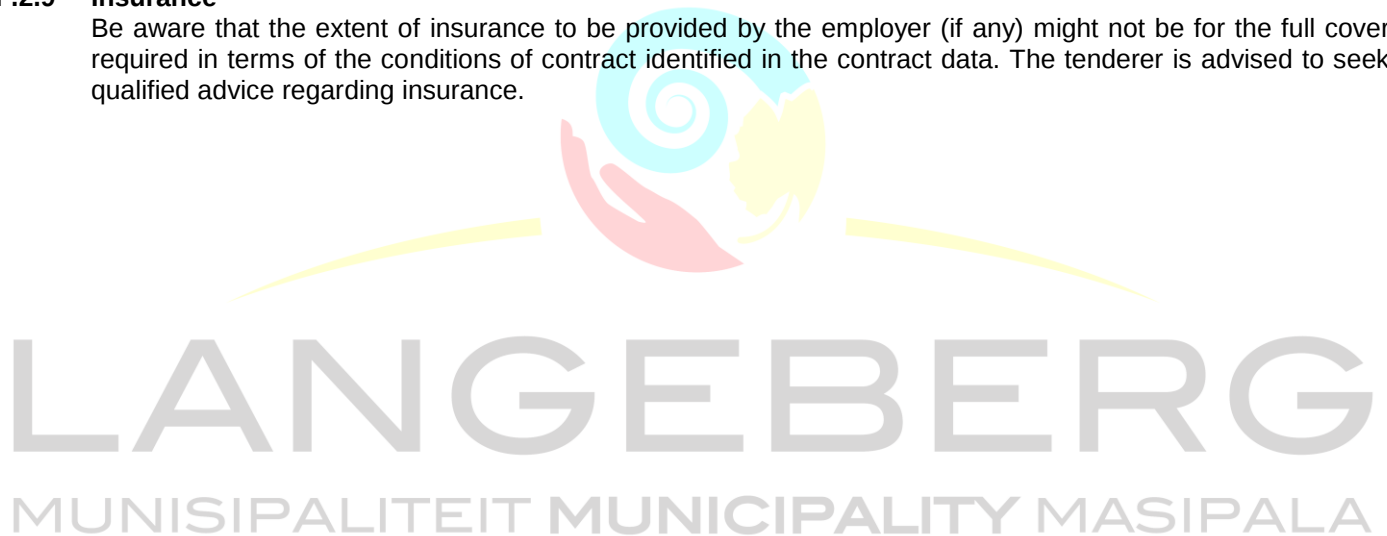
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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



F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, 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 proposall and place the remaining returnable documents in an envelope marked —technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

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

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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,

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- 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.

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F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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 4 and 5 below.

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

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

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

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

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- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;

M_s is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

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resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

Appendix B

Appendix B : Standard Conditions of Tender

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

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

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

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

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

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

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

