TENDER NO: 2027/013 A

SUPPLY, INSTALLATION AND COMMISSIONING OF 3M HIGH GALVANIZED DOUBLE WELDED SKIN FENCE AT DURBAN HEIGHTS WATER WORKS

VOLUME 1 – Tendering Procedures and Returnable Documents

Issued by:

uMngeni-uThukela Water
310 Burger Street
Pietermaritzburg

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062 .

Name of Tenderer: _____

National Treasury CSD Number: _____

DO NOT COMPLETE

Tip-Offs Anonymous Hotline:	Appeals/Objections
Report unethical conduct at uMngeni-uThukela Water on: SCAM ALERT! UUW employees the CE, CFO, EXCO and SCM officials will never contact any bidder requesting funds to influence bids/quotations outcome this is illegal and constitutes corruption and fraud. Report such behaviour for immediate investigation. Toll Free Number: 0800 864 463 Email: umgeniwater@whistleblowing.co.za Toll Free Fax: 0800 212 689 Postal: Freepost KZN665, Musgrave, 4062 SMS: 33490 Online: www.whistleblowing.co.za *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation, and remain anonymous.*	Persons aggrieved by tender award decisions taken by uMngeni-uThukela Water, may lodge an appeal within **7 business days** of the date of the intention to award notice. UUW shall only consider written appeals/objections clearly stating reasons for appeal directed to: The Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@uuw.co.za

BIDDERS INFORMATION

Name of Bidder	
Company Registration number	
VAT registration number	
Contact Person	
Telephone number	
Cell number	
E-mail address	
Postal address	
Physical address	
uMngeni-uThukela Vendor Number	
CSD Supplier number	

I certify that the information furnished on this form is true and correct. I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

DO NOT C

_____	_____	_____
Name of Representative (Duly Authorised)	Signature	Date

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T2.2	Returnable Schedules and Documents	T2.3	White
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Tender Number: 2027/013

Tender Title Supply, Installation and Commissioning of 3m High Galvanized Double Welded Skin Fence at Durban Heights Water Works.

T1.1 Tender Notice and Invitation to Tender

uMngeni-uThukela Water is a state owned business enterprise that operates within the South African legislative parameters. The primary function of uMngeni-uThukela Water is to supply treated water in bulk to its municipal customers.

Competent and experienced Contractors are invited to Tender for the following:

Supply and Construction of Galvanized Double Welded Skin Fence at Durban Heights Water Works

In addition to the Eligibility Criteria specified in Clause F2.1 of the tender document, tenderers are required to fulfil the following:

A CIDB grading of 6SQ or higher is required

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% enterprises from uMngeni-uThukela Water area of operations participation and 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.
Evaluation method:

The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.

- Functionality shall be assessed. A minimum functionality score of seventy (70) points is required for the tender to be considered further.
- Price & Preference goals using the 80/20 Preference Point Scoring System in terms of Preferential Procurement Regulations 2022 will be applied.
- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points will be awarded for specific goals as stated in the tender, SBD 6.1
- Price and Preference goals

1. In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for:
   a) Price; and (80) and Preference as defined in SBD 6.1 (20)
2. The Preference Goals that have been identified for this bid is stipulated in SBD 6.1
3. Preferential goals and applicable points for this tender in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

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	Description	80/20	Evidence to be provided
HDI	The entity must be at least 51% owned by black people	10	CSD Report
HDI	The entity must be at least 51% owned by women	10	CSD Report
Total points for preferential goals		**20**	

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

The physical address for submission of Tenders is: **uMngeni-uThukela Water, 310 Burger Street, Pietermaritzburg.**

Documents will be issued upon request during working hours from 09h00 to 15h00 from 09 November 2026 to 23 November 2026

Tender documents shall only be requested during the said period and hours.

NOTE: 1 TENDER DOCUMENTS SHALL NOT BE ISSUED IF INCORRECTLY REFERENCED.

Queries relating to the issue of these documents shall be addressed to:
Ms Nosipho Mkhize
Tel No.: 033 341 1062 ,
e-mail: nosipho.mkhize@uuw.co.za .

A compulsory clarification meeting with representatives of uMngeni-uThukela Water will take place at Wiggins Water Works situated at 251 Wiggins Road, Durban ,4091 on 24 November 2026 starting at 11:00.

Only Tenderers who have requested the Tender documents via email may attend this compulsory meeting.

No tender documents will be issued at the clarification meeting.

Tenderers must ensure that they bring their documents to the clarification meeting for signing purposes.

The closing time for submission of Tenders is **12h00** on **28 January 2027**

Tenders are to be deposited in the Tender Box located outside the main entrance at **uMngeni-uThukela Water,310 Burger Street, Pietermaritzburg.**

Persons aggrieved by decisions or actions taken by uMngeni-uThukela *'s Water, may lodge an appeal within 7 business days of the date of the intention to award notice.*

The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office,
Attention: Supply Chain Management
Email: appeals@uuw.co.za

Note that appeals not addressed to the abovementioned e-mail address will not be considered.

For any other Tender adverts, please visit this website.

uMngeni-uThukela Water Reserves the Right to Award the Contract in Whole or in Part, or not at all.

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T1.2 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The general conditions of tender are the uMngeni-uThukela Water Standard Conditions of Tender (document number: SCM009, a copy of which may be obtained from uMngeni-uThukela Water Supply Chain Management office or can be downloaded from the following website:
https://www.umgeni.co.za/wp-content/uploads/2023/07/SCM009-Standard-Conditions-of-Tender.pdf

For purposes of this Contract the following Special Conditions of Tender shall apply:

F.3.8 Test for responsiveness
Sub-Clause F.3.8.1 Add the following new sub-clause:
"d) meets the minimum Functionality requirements stated in the Tender Data."

F3.11.3 Method 2: Functionality, Price and Preference Goals

Functionality
Each member of the Employer's tender evaluation committee is to independently score each tender in respect of functionality offered in accordance with the provisions of F.3.11.9. The committee is then to calculate the final score for each tender as the average of the score from each committee member, rejecting all tender offers that fail to score the minimum number of points stated in the tender data, if any."

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.

Clause number	Tender Data
	F.1.1 Actions
F.1.1	The Employer is **uMngeni-uThukela Water**
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the following documents: **VOLUME 1 – Tendering Procedures and Returnable Documents** **Part T1: Tendering procedures** T1.1 Tender Notice and invitation to Tender T1.2 Tender Data **Part T2: Returnable Schedules and Documents** T2.1 List of all Returnable Documents T2.3 Returnable Schedules **VOLUME 2 – Offer, Contract and Price** **Part C1: Agreements and Contract Data** C1.2 Form of Offer, Acceptance and Schedule Deviations C1.8 Contract Data C1.17 Form of Guarantee **Part C2: Pricing data** C2.2 Pricing Instructions C2.2 Pricing Schedule **Part C3: Scope of work** C3.1 Scope of Work

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Part C4 : Site Information
C4.1 Site Information
Part C5: Annexures

The Tender Document and the drawings shall be obtained from the Employer or its authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice. Upon receipt of the Tender documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording indistinct, the Tenderer shall apply to the Employer's Agent at once to have the same rectified as no liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph. The Tenderer is required to satisfy itself that the Documents received are correct, complete and sufficient to be the basis of a *bona fide* Tender in every respect.

Should any Tenderer not accept that the Documents issued can form the basis of a *bona fide* Tender, the Employer's Agent shall be requested to correct the discrepancy, ambiguity, missing or illegible information, failing which the Tender submitted by the Tenderer shall be taken that the Tenderer accepts the adequacy of the Tender document. .

The submission of a *bona fide* Tender shall absolve the Employer's Agent from any liability whatsoever for any error in a Tender due to the foregoing.

F.1.4 Communication and Employer's agent

F.1.4 The Employer's buyer is: Nosipho Mkhize

Tender Queries

Name:	Nosipho Mkhize
Address:	310 Burger Street, Pietermaritzburg
Tel:	033 341 1062
E-mail:	nosipho.mkhize@uuw.co.za

F.2.1 Eligibility

F.2.1 uMngeni-uThukela will only consider submissions from tenderers who satisfy the following criteria:

a) The tenderer completed the Bidders Disclosure Form (T2.2.2)
b) Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% enterprises from uMngeni-uThukela Water area of operations participation and 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.
c) The tenderer must have an active CIDB Grading of 6SQ or Higher
d) Tenderer attended the Compulsory Clarification/Site Meeting.

F.2.7 Clarification meeting

F.2.7 There shall be a compulsory clarification meeting. The details for which are stated in the Tender Notice and Invitation to Tender.

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	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
	F.2.12 Alternative Tender offers
F.2.12	No alternative Tender offers will be considered .
	F.2.13 Submitting a Tender offer
F.2.13.3	Each Tender offer communicated on paper shall be submitted as an original plus one (1) electronic copy on a USB stick.
F.2.13.5 and F.2.13.7	The Employer's details and address for delivery of Tender offers are stated in T1.1 **Tender Notice and Invitation to Tender.** **Identification details** The identification details which must be stated in the Tender offer outer package are: **Tender Number** **Title of Tender** **Closing Date** **Closing Time** **Tenderer's Name** **Tenderer's Address** Tenders issued in more than one volume must be returned in the same manner and bound separately as per the Tender volumes issued. *The Tender box is available to the public 24 hours per day and 7 days per week. It is the Tenderer's sole responsibility to ensure that Tenders are placed in the Tender box and only Tenders that have been placed in the Tender box before the stipulated closing date and time will be considered*
	F2.13.6 Two Envelope tender Procedure
F.2.13.6	A two-envelope system is not applicable
	F.2.15 Closing time
F.2.15	The closing time for submission of Tender offers is as stated in **T.1.1 Tender Notice and Invitation to Tender.**
	F.2.16 Tender offer validity
F.2.16.1	The Tender offer validity period is 120 calendar days from the closing date. **UUW reserves the right to request all bidders to extend such validity period should the need arise. Bidders who reject or fail to respond to such request shall be regarded as non-response and be excluded for further evaluation and assessment.**
	F.2.20 Submit securities, bonds, policies, etc.
F.2.20	The Tenderer is required to submit with his Tender a letter of intent from an approved financial institution registered with the Financial Services Board undertaking to provide the PERFORMANCE GUARANTEE - DEMAND GUARANTEE to the format included in Part T2.2 of this procurement document.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his Tender: 1) A Tax Compliance Status letter (with pin) issued by the South African Revenue Services. 2) Central Supplier Database (CSD) Report

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	3) Proof of good standing in terms of the COID Act 4) Company Registration Certificate 5) Required evidence to claim preference goals as stipulated in **TENDER NOTICE AND INVITATION TO TENDER**
	F.3.4 Opening of Tender submissions
F.3.4	Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.
	F3.8 Test for responsiveness
F.3.8	The minimum qualifying Functionality Evaluation Score shall be **70** [**Seventy** points].
	F.3.11 Evaluation of Tender offers
F.3.11.3 F.3.11.3 (4c) (5c) F.3.11.7	The procedure for the evaluation of responsive tenders is Method 2(Functionality, Price and Preference) The following preference point systems are applicable to all Tenders: 1) 80/20 system for Tenders with a Rand value less than R50 000 000.00, inclusive of VAT, in which 80 points are allocated for price and 20 points for preference in respect of all responsive Tenders received.; and 2) 90/10 system for Tenders with a Rand value more than R50 000 000.00, inclusive of VAT, in which 90 points are allocated for price and 10 points for preference in respect of all responsive Tenders received. Note: - Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. - uMngeni-uThukela Water reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by uMngeni-uThukela Water.
F.3.11.9	The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule: **Returnable Schedule** — **Weighting %** T2.2.07 Tenderer's Experience 30 T2.2.09 Experience of Key Personnel 30 T2.2.13 Method Statement 20 T2.2.14 Preliminary Programme 20 **Failure to score a single point in any of the criteria listed above will deem the bid to be non-responsive and the bidder will be disqualified.** The score allocated by each Bid Evaluation Committee member for a tender shall be the sum, of the scores relevant to each of the above listed returnable schedules multiplied by the percentage weighting for each as shown above.
	F.3.17 Provide copies of the contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one (1).
	F3.18 Provide written reasons for actions taken
F3.18	Appeals Process

DO NOT COMPLETE

	Persons aggrieved by decisions or actions taken by uMngeni-uThukela Water, may lodge an appeal within 7 business days of the date of the intention to award advertisement appearing in the relevant print media. The appeal (clearly stating reasons for appeal) and queries with regard to the decision of award are to be directed, in writing only to the Supply Chain Management Office, Attention: Supply Chain Management Email: appeals@uuw.co.za Note that appeals not addressed to the abovementioned email will not be considered. ***uMngeni-uThukela Water Reserves The Right To Award The Contract In Whole Or In Part, or not at all.***

DO NOT COMPLETE

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		T2.3
T2.2.2 Bidders Disclosure		T2.10
T2.2.3 Tax Compliance Status Letter Requirements or CSD Report		T2.13
T2.2.4 Proof of Attendance at the Compulsory Clarification/Site Meeting		T2.15
T2.2.5 Contract Participation Goals (CPG)		T2.16
T2.2.6 Popia Consent		T2.18
T2.2.7 Tenderer's Experience		[T2.19]
T2.2.8 Key Personnel Assigned to the Work		T2.22
T2.2.9 Experience of Key Personnel		T2.30
T2.2.10 Proposed Organization and Staffing		T2.33
T2.2.11 Tenderer's Schedule of Plant and Equipment	N/A	T2.35
T2.2.12 Quality Assurance and Environmental Management	N/A	T2.36
T2.2.13 Method Statement		T2.38
T2.2.14 Preliminary Programme		T2.40
T2.2.15 Registration Certificate / Agreement / ID Document		T2.42
T2.2.16 Amendments, Qualifications and Alternatives		T2.43
T2.2.17 Record of Addenda to Tender Documents		T2.45
T2.2.18 VAT Registration Certificate		T2.46
T2.2.19 Schedule of Proposed Sub-Contractors		T2.47
T2.2.20 Proof of Purchase of Tender Document		T2.48
T2.2.21 Goods and Services Sourced Internationally		T2.49
T2.2.22 SBD 6.1 Preference Points claim in terms of the PPPFA Regulations 2022		[T2.52]
T2.2.23 Letter of Good Standing in terms of COID Act		T2.59
T2.2.24 Tenderer's Financial Standing		T2.60
T2.2.25 Suppliers Health and Safety Declaration		T2.61
T2.2.26 Pro forma OHS Notification		T2.62
T2.2.27 Letter of Intent for Public Liability		T2.64
T2.2.28 Letter of Intent for Performance Guarantee		T2.65
T2.2.29 Registration Certificates		T2.66
T2.2.30 Central Supplier Database (CSD) Report		T2.67

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T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on ..... 20.....

Mr/Mrs ..... (whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company) .....

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

SIGNED ON BEHALF OF COMPANY: .....
(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... **DATE:** .....

WITNESSES: .....

DO NOT COMPLETE

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned .....

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

.....

....

SIGNATURE **DATE**

DO NOT COMPLETE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	**Residential Address**	**Signature**
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the partners in the business trading as .....

hereby authorize .....
to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

.....	.....	.....
Signature	Signature	Signature
.....	.....	.....
Date	Date	Date

DO NOT COMPLETE

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on .....
20 .....

at
.....

Mr/Ms ....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) .....

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

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. .....

2. .....

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E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on .....
20 .....

at .....

Mr/Ms ....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS .....

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: .....

WITNESSES: 1. .....

2. .....

DO NOT COMPLETE

F. JOINT VENTURE

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on .....20 .....

Mr/Mrs ....., Mr/Mrs .....

Mr/Mrs .....and Mr/Mrs .....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture) .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

DO NOT COMPLETE

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on ..... 20 .....

Mr/Mrs ..... ,
(whose signature appears below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium) .....

In his/her capacity as: .....

Signature ..... Date: .....

DO NOT COMPLETE

NB: FAILURE TO COMPLETE, SIGN AND DATE THE RESOLUTION AS OUTLINED ABOVE MAY RESULT IN THE TENDERER RENDERED INCOMPLETE AND MAY BE DISQUALIFIED/ ALTERNTATIVELY THE TENDERER MAY ATTACH A SIGNED RESOLUTION ON THE ENTITY'S LETTERHEAD

T2.2.2 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

……
……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

DO NOT COMPLETE

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……..

DO NOT COMPLETE

Designation Name of bidder

DISCLAIMER:
"PLEASE INSERT A SIMILAR TABLE/SCHEDULE AS INDICATED IN SECTION 2.4.1 IF THE SPACE PROVIDED IS INSUFFICIENT OR ALTERNATIVELY, PUT A LINE THROUGH AND STATE AS PER CSD REPORT".

DO NOT COMPLETE

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

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

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to verify the taxpayer's profile and tax status.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members in the service of the state.

DO NOT COMPLETE

T2.2.3 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued…….)

[*Tax Compliance Status (TCS) Letter *obtained from SARS to be inserted here]

DO NOT COMPLETE

T2.2.4 PROOF OF ATTENDANCE AT THE COMPULSORY CLARIFICATION / SITE MEETING

CERTIFICATE OF ATTENDANCE

TENDER No. 2026/013

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 *(time)* .....

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

Particulars of person(s) attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

DO NOT COMPLETE

T2.2.5 CONTRACT PARTICIPATION GOALS

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% enterprises from uMngeni-uThukela Water area of operations participation and 10% for Local participation of the value of goods, services and Works paid to one or more targeted enterprises in compliance with uMngeni-uThukela Water's B-BBEE Policy which stipulates that Contract Participation Goals for targeted enterprises will be included for all bids above R 5 000 000.00 excluding VAT and contract price adjustment.

This will require tenderers to commit, as part of their scope of work, a certain value of supplies, services or works for which the tenderer will contract targeted enterprises expressed as 35% of the total contract value

Objective of CPG Programme

The objective of uMngeni-uThukela Water's empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / construction and consulting industry through achieving one or more of the following objectives:

a) Meaningful Economic Participation;
b) Local Economic Development;
c) Transfer of Technical, Management and Entrepreneurial Skills; and
d) Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s based on the **final** contract value.

At the time of awarding the contract the 35% minimum CPG amount will be based on the contract award value exclusive of the following:

- VAT,
- CPA and
- Contingencies.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

CPG Partner/s – Service provider/s selected from uMngeni-uThukela Water's Supply Chain Management (SCM) Enterprise Development Database. However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for uMngeni-uThukela Water's consideration.

Tenderers (the main Service Provider irrespective of B-BBEE classification) who are on uMngeni-uThukela Water's SCM Enterprise Development Database are not exempt from this requirement and are still required to have a CPG Partner.

Tenderers are required to achieve at least 35% Contract Participation Goals (CPG) including a minimum 25% for enterprises from uMngeni-uThukela Water area of operation participation and 10% for Local participation of the value of goods, services and Works paid to one or more enterprises (CPG Partner/s)

- 35% includes any special materials

DO NOT COMPLETE

- 35% excludes VAT, CPA and Contingencies.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
  - Variation Orders – Each VO will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted, in its entirety or partially, as part of CPG or not.
  - Re-measurable Items (including CPA, and provisional sums) – Each re-measurable item change will be evaluated by the Employer's Agent and the Project Manager to determine whether it should be counted as part of CPG or not.

Within 2 weeks of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s

Applicability

The CPG target is applicable to all contracts to be adjudicated through the uMngeni-uThukela Water procurement process and shall be achieved through the following mechanisms: -

- CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.
  The CPG Partner/s shall be selected according to the following criteria:
  (i) CPG Partner/s are to be sourced from uMngeni-uThukela Water's database of Service Providers specifically earmarked for CPG purposes. This is for the 25% worth of work
  (ii) 10% will come from the database sourced in the project footprint also referred to as Local participation
- Sub-contracting of the CPG Partner/s at the same rate / price that the tenderer would have offered to uMngeni-uThukela Water whilst making profit margins consistent to the profit margins that the main Service Provider would have made under normal trading processes.
- Value of the work to be sub contracted shall be at least **35% (minimum of 25% shall be from uMngeni-uThukela Water area of operation participation and 10% for Local participation)** of the total contract value excluding VAT, CPA and Contingencies.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner shall be performed by the CPG Partner directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.
- The main Service Provider **shall not** substitute or remove any CPG Partner/s without the written approval of uMngeni-uThukela Water.
- The working capital arrangements between the main Service Provider and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner does not have cash flow challenges during contract implementation.
- Before the commencement of work, the main contractor shall furnish the CPG Partner/s shall be furnished with the letter of appointment providing the details of their scope and a subcontracting agreement must be place.

Invoicing and Payment

The monthly measurement and payment will be according to the following guideline:

a) Submission of payment certificate by the Service Provider– by 25th of each month, or the nearest previous working day. The submission from the Service Provider shall include the signature of the CPG Partner indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner

b) Payment to the Service Provider – on the last day of the following month;

DO NOT COMPLETE

c) The CPG Partner must be paid within reasonable time but no later than 3 working days after the Main Service Provider has been paid by uMngeni-uThukela Water; and
d) The submission from the Service Provider must include a schedule that clearly shows the following:
   (i) Total Contract Sum
   (ii) Total amount payable to CPG Partner/s excluding current month
   (iii) Amount payable to CPG Partner for current month
   (iv) % Split of Total amount payable to Main Service Provider and CPG Partner/s
   (v) The CPG Partner/s invoice

Monitoring and Reporting on CPG

a) uMngeni-uThukela Water will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
b) The CPG Partner shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Service Provider. Should disagreements arise, uMngeni-uThukela Water reserves the right to intervene to resolve the disagreement.
c) CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site meetings and technical meetings where applicable.

DO NOT COMPLETE

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

_____
(Bid Number and Description)

in response to the invitation for the bid made by: **UMNGENI-UTHUKELA WATER** do hereby make the following
declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;

2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;

3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities (CPG Partner/s). Failure to implement such commitments as outlined in the bid document (in particular, as detailed in the bill of quantities) and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against uMngeni-uThukela Water.

4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;

5. 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;

6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with uMngeni-uThukela in the event that the commitments made herein are not fulfilled and that such non-fulfillment amounts to abuse of uMngeni-uThukela Water's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with uMngeni-uThukela Water, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with uMngeni-uThukela Water for a period not exceeding ten (10) years.

DO NOT COMPLETE

7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (uMngeni-uThukela Water and the Bidder); and uMngeni-uThukela Water shall have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

_____	_____	_____
Full Names & Surname (Duly authorized)	Signature	Date

_____	_____
Position	Name of Bidder

DO NOT COMPLETE

T2.2.6 POPIA CONSENT

POPIA CONSENT BY THE BIDDER

1. uMngeni-uThukela Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

2. The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

3. The bidder irrevocably and unconditionally agrees-
   a) That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,
   b) That he/she consents and authorizes the uMngeni-uThukela Water to undertake the collection, processing, and further processing of the bidder 's personal information and any information supplied to uMngeni-uThukela Water, for the purposes of evaluating the tender document.

4. The bidder gives and authorises this consent unconditionally for uMngeni-uThukela Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at_____ **On This Day**_____ **Of** _____

20_____

_____

The Director / CEO/Duly Authorized Name and Surname.

Witnesses _____

(Signature)

Witnesses _____

(Signature)

DO NOT COMPLETE

T2.2.7 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule. Tenderers must note that the details reflected in the schedule below should have contactable references so that uMngeni-uThukela Water can verify the information. If the references are not contactable the information shall not be considered for evaluation purposes.

UMngeni-uThukela Water reserves the right not to appoint a tenderer should the references generally indicate poor performance on previous projects that are reflected in the table below.

The description should be put in tabular form with the following headings:

Project name	Period/Year	Value of work inclusive of VAT (Rand)	Size (of Infrastructure constructed)	Company (where the project was done)	Contact Details

DO NOT COMPLETE

Note to tenderer: only information relating to similar projects is to be provided in the above table. Copies of completion certificates/Letter of completion or reference letters are to be attached to the last page of this returnable. Information in the table without the certificates attached will not be considered.

Scoring of the Tenderer's experience will be as follows: 30

DESCRIPTION	MAX POSSIBLE SCORE
Company experience in supply, installation and commissioning of galvanised double welded skin fence or similar type of fence (submit proof of previous experience in a form of reference letters or completion certificates or Letter of completion from clients). • 1 project – 50 points • 2 projects – 60 points • 3 projects – 70 points, 10 additional points for every project more than 3 projects to a maximum of 100 points	**100**

DO NOT COMPLETE

T2.2.7 TENDERER'S EXPERIENCE (Continued)

INSERT HERE

DO NOT COMPLETE

T2.2.8 KEY PERSONNEL ASSIGNED TO THE WORK

Insert in the table below the key personnel and their proposed function

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	**Project Manager**	
2.	**Site Foreman**	
3.	**Site Agent**	

DISCLAIMER: a. "UUW WILL ONLY EVALUATE THE PROPOSED KEY PERSONNEL AS INDICATED IN THE TABLE ABOVE.

(b) "BIDDER IS ONLY ALLOWED TO NOMINATE ONE KEY PERSONNEL PER ROLE "

DO NOT COMPLETE

T2.2.9 EXPERIENCE OF KEY PERSONNEL

Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:

Key Person Positions
A. Project Manager
B. Site Foreman
C. Site agent

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:
1) General experience (total duration of activity), level of education and training and positions held by the key person.
2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of each key person of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

1. Personal particulars
   - name
   - date and place of birth
   - place (s) of tertiary education and dates associated therewith
2. Qualifications
3. Name of current employer and position in enterprise
4. Overview last 10 years of experience (year, organization, position and projects)
5. Outline of recent assignments / experience that has a bearing on the scope of work

DO NOT COMPLETE

The scoring of the experience of key staff will be as follows: 30

The proposed key personnel for the construction of galvanized double welded skin fence or similar type of fence must include CV's showing experience in projects. **Experience of Project Manager in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points 5 additional points for every project beyond 3 to a maximum of 40 points **Experience of Site Foreman in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points **Experience of a Site Agent in the supply, installation and commissioning of a galvanized double welded skin fence or similar type of fence:** • 2 relevant projects – 20 points • 3 relevant projects – 30 points	**100**

DO NOT COMPLETE

T2.2.9 EXPERIENCE OF KEY PERSONNEL (Continued)

INSERT KEY PERSONNEL CVs HERE

DO NOT COMPLETE

T2.2.10 PROPOSED ORGANIZATION AND STAFFING

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

No submission (score 0)	No Organizational and Staffing proposal submitted.
Poor (score 40)	The organization chart is sketchy; the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

DO NOT COMPLETE

T2.2.10 PROPOSED ORGANIZATION AND STAFFING (Continued)

INSERT HERE

DO NOT COMPLETE

T2.2.11 TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT – NOT APPLICABLE

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

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

DESCRIPTION *(type, size, capacity etc.)*	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted

DESCRIPTION *(type, size, capacity etc.)*	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

SIGNATURE: ..... DATE: .....
(of person authorized to sign on behalf of the Tenderer)

DO NOT COMPLETE

T2.2.12 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT – NOT APPLICABLE

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001: 2015 ..... | YES | NO |

2. If "yes", Tenderer to supply brief summary of structure of system:
.....
.....
.....
.....
.....
.....
.....

3. If "no", does the Tenderer intend to apply for certification? ..... | YES | NO |

By when?..... | Date |

OR

4. If "no", does the Tenderer have its own system?..... | YES | NO |
.....

5. If "yes", please supply details of the system .....
.....
.....
.....
.....
.....

6. Does the Tenderer have an environmental management system which is certified in terms of ISO 14001 ..... | YES | NO |

7. If "yes", Tenderer to supply brief summary of structure of system:
.....
.....
.....
.....
.....
.....

8. If "no", does the Tenderer intend to apply for certification? | YES | NO |

By when?..... | Date |

DO NOT COMPLETE

OR

9.	If “no”, does the Tenderer have its own system?.....	YES	NO

10. If “yes”, please supply details of the system .....
.....
.....
.....
.....

If the Tenderer does not intend to apply for certification it shall submit details of the quality / environmental management system presently in place.

The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.

Scoring of Quality Assurance and Environmental Management will be as follows:

QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT	
No submission (score 0)	No Quality Assurance Plan & support documents submitted
Poor (score 40)	The approach to Quality and Environmental Management is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. The Tenderer has environmental management system which is certified in terms of ISO 14 000.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

DO NOT COMPLETE

T2.2.13 METHOD STATEMENT 20

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.

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

method statement should indicate how the CCTV, access control and intruder detections will integrate to the main system by sending signal to the main security system for response by the control room operators.

The Tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 pages.

The scoring of the approach paper will be as follows: 20

Technical approach and methodology	
No submission (score 0)	No Method Statement submitted
Poor (score 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic but tailored to address the general project objectives and methodology.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

DO NOT COMPLETE

T2.2.13 METHOD STATEMENT (Continued)

INSERT HERE

DO NOT COMPLETE

T2.2.14 PRELIMINARY PROGRAMME (20)

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The contract should note that the contract is required to be completed, commissioned and handed over to the Purchaser by the date specified in the contract data.

PROGRAMME														
Component / sub component	**WEEKS / MONTHS**													

Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in supported by a detailed statement to that effect, all as specified in the Tender Data.

Scoring of the preliminary programme will be as follows: 20

	Suitability of programme
No submission (score 0)	No preliminary programme submitted
Poor (score 40)	Programme is inadequate and/or considered unrealistic and does not achieve required completion date
Satisfactory (score 70)	Programme is considered realistic and adequately shows the main components and compliance with completion date
Good (score 90)	Programme is considered realistic and includes the main components and subcomponents and compliance with completion date
Very good (score 100)	Programme is considered realistic and includes the main components and subcomponents and linkages and compliance with completion date

DO NOT COMPLETE

T2.2.14 PRELIMINARY PROGRAMME (Continued)

INSERT HERE

Insert additional schedules here if applicable and update Part C table with the additional appropriate schedules within Part C

DO NOT COMPLETE

T.2.2.15 REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

INSERT HERE

DO NOT COMPLETE

T2.2.16 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. UMngeni-uThukela Water will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Purchaser).

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

(a) AMENDMENTS - NOT APPLICABLE

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

(b) ALTERNATIVES - NOT APPLICABLE

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Tender.

(3) Alternative Tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Tender offer.]

DO NOT COMPLETE

(c) UNCONDITIONAL DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his Tender, failing which, the offer for a discount may have to be disregarded.]

Signature..... Date.....

DO NOT COMPLETE

T2.2.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from uMngeni-uThukela Water or his representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM No	DATE	TITLE OR DETAILS

....

Signature Date

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

DO NOT COMPLETE

T2.2.18 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be inserted here]

DO NOT COMPLETE

T2.2.19 SCHEDULE OF PROPOSED SUB-CONTRACTORS

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-Contractor	Nature and extent of work	Previous experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			

DO NOT COMPLETE

Signature ..... Date .....

Name ..... Position .....

Tenderer .....

T2.2.20 PROOF OF PURCHASE OF TENDER DOCUMENT NOT APPLICABLE

INSERT HERE

DO NOT COMPLETE

T2.2.21 GOODS AND SERVICES SOURCED INTERNATIONALLY

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and State Owned Entity purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million.

or

(d) Multiple Contractors of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to Contractors in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst Contractors in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or Contractors.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful tenderers (Contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. TENDER SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

3.1 Tenderers are required to sign and submit this Section together with the tender on the closing date and time.

DO NOT COMPLETE

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple Contractors for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1(d) above and to enable the DTI in determining the NIP obligation, successful tenderers (Contractors) are required, immediately after being officially notified about any successful tender with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 3941401, facsimile (012) 3942401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

(a) the Contractor and the DTI will determine the NIP obligation;
(b) the Contractor and the DTI will sign the NIP obligation agreement;
(c) the Contractor will submit a performance guarantee to the DTI;
(d) the Contractor will submit a business concept for consideration and approval by the DTI;
(e) upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
(f) the Contractor will implement the business plans; and
(g) the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful tenderer (Contractor) and, therefore, does not involve the purchasing institution.

Tender number ..... Closing date .....

Name of tenderer .....

Postal address .....

.....

Signature ..... Name (in print) .....

Date .....

DO NOT COMPLETE

T2.2.21 GOODS AND SERVICES SOURCED INTERNATIONALLY Continued…..

Insert detailed list of goods and services to be sourced internationally and provide rate of exchange and base date.

Description	Value	Base Date	Rate of Exchange

Note to the Tenderer: It will be the successful Tenderer's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

DO NOT COMPLETE

T2.2.22 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

DO NOT COMPLETE

2. DEFINITIONS

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

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

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of

bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

DO NOT COMPLETE

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The entity must be at least 51% owned by black people	10	
The entity must be at least 51% owned by women	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

DO NOT COMPLETE

company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

DO NOT COMPLETE

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

T2.2.22 .../continued PREFERENCE GOALS SUPPORTING DOCUMENTS

Tenderers not submitting valid **supporting documents in respect of Preference points claimed for specific goals do not qualify for preference points but will not be disqualified from the tendering process**

DO NOT COMPLETE

T2.2.23 LETTER OF GOOD STANDING IN TERMS OF COID ACT

(Compensation for Occupational Injuries and Diseases Act)

INSERT HERE

DO NOT COMPLETE

T2.2.24 TENDERER'S FINANCIAL STANDING

In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Purchaser to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with its Tender a bank rating, certified by its banker, to the effect that it will be able to successfully complete the contract at the Tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with its Tender, it shall state the reasons as to why it is unable to do so, and in addition provide the following details of its banker and bank account that it intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank:* .....

Failure to provide either the required bank details or a certified bank rating with its Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at its disposal to complete the contract successfully within the specified time for completion.

The Purchaser undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Tender submitted by the Tenderer.

SIGNATURE: ..... DATE: .....
(of person authorized to sign on behalf of the Tenderer)

DO NOT COMPLETE

T2.2.25 CONTRACTORS HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) 9(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Purchaser is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.

2. I hereby declare that my company / enterprise have the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Purchaser's Health and Safety Specifications.

3. I hereby undertake, if my Tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with CR7(1) of the Construction Regulations, approved by the Purchaser or its representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.

4. I confirm that copies of my company's approved Health and Safety Plan, the Purchaser's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Purchaser's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

5. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost for specific items that may be scheduled in the bill of quantities.

6. I hereby confirm that I will be liable for any penalties that may be applied by the Purchaser in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Purchaser will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Purchaser.

8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 4 of the OHSA 1993 Construction Regulations 2014 *(example attached hereafter)* before I will be allowed to proceed with any work under the contract.

SIGNATURE: ..... DATE: .....
(of person authorized to sign on behalf of the Tenderer)

DO NOT COMPLETE

T2.2.26 PRO FORMA OHS NOTIFICATION

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[In terms of Regulation 4 of the Construction Regulations 2014, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:

   ……

   ……

   (b) Name of Contractor's contact person: ……

   Telephone number: ……

2. Contractor's compensation registration number: ……
3. (a) Name and postal address of Purchaser:……

   (b) Name of Purchaser's contact person or agent: ……

   Telephone number ……

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

   ……

   ……

(b) Name of designer's contact person: ..

Telephone number

5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1):

   Telephone number:

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).

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

8. Nature of the construction work:

9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of Sub-Contractors on the construction site accountable to Contractor:
13. Name(s) of Sub-Contractors already chosen:

DO NOT COMPLETE

SIGNED BY:

CONTRACTOR: ..... DATE: .....

PURCHASER: ..... DATE: .....

T2.2.27 LETTER OF INTENT FOR PUBLIC LIABILITY

INSERT HERE

DO NOT COMPLETE

T2.2.28 LETTER OF INTENT FOR PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom it has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. The Tenderer must also attach proof that the institution that will provide the performance guarantee is registered and in good standing with the Financial Services Conduct Authority.]

]

INSERT HERE

DO NOT COMPLETE

T2.2.29 REGISTRATION CERTIFICATES

Insert required registration Certificates such as CIDB, etc. here.

DO NOT COMPLETE

T2.2.30 CENTRAL SUPPLIER DATABASE (CSD) REPORT

INSERT HERE

DO NOT COMPLETE

Disclaimer
Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. uMngeni-uThukela Water will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013.

CONTRACT NO: 2027/013

CONTRACT TITLE:

SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF 3M HIGH DOUBLE WELDED, GALVANIZED SKIN FENCE AT DURBAN HEIGHTS WW

VOLUME 2 – Agreements, Contract, Pricing, and Scope

DO NOT COMPLETE

Issued by:

UMNGENI-UTHUKELA WATER
310 Burger Street
Pietermaritzburg
3201

Tender Queries:

Contact Name: Nosipho Mkhize
Telephone: 033 341 1062

Name of Tenderer: ……

National Treasury CSD Number: ……

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DO NOT COMPLETE

C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

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

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer at the close of the process of offer and acceptance.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

DO NOT COMPLETE

C1.1 FORM OF OFFER AND ACCEPTANCE

A: OFFER

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

TENDER NO. 2027/013 – SUPPLY, DELIVER, INSTALLATION AND COMMISION OF DOUBLE WELDED, GALVANIZED SKIN FENCE AT DURBAN HEIGHTS WW

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.

FOR THE TENDERER:

`

Signature: *(of person authorized to sign the tender)*
.....

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

Capacity: (*of signatory*)
.....

Name of Tenderer: (*organization*)
.....

Address:
.....

.....

Telephone number: ..... Fax number: .....

CIDB Registration Number of Tenderer:
.....

WITNESS:

Signature: .....

Name: (in capitals) .....

Date: .....

DO NOT COMPLETE

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and 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

C.1 Agreements and Contract Data, (which includes this Agreement)
C.2 Pricing Data, including the Bill of Quantities
C.3 Scope of Work
C.4 Site Information
C.5 Annexures

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Sections C.1 to C.5 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

DO NOT COMPLETE

FOR THE EMPLOYER:

Signature: ……

Name: *(of signatory in capitals)* ……..

Capacity: *(of signatory)* ……

Name of Employer: *(organization)* ……..

Address: ……

……

Telephone number: ..... Fax number: .....

WITNESS:

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

Date: .....

DO NOT COMPLETE

C: SCHEDULE OF DEVIATIONS

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 Tender Data and the Conditions of Tender.

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

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

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

1. Subject: .....
Details: .....
.....

2. Subject: .....
Details: .....
.....

3. Subject: .....
Details: .....
.....

4. Subject: .....
Details: .....
.....

5. Subject: .....
Details: .....
.....

6. Subject: .....
Details: .....
.....

7. Subject: .....
Details: .....
.....

DO NOT COMPLETE

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

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

FOR THE TENDERER:

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER:

Signature: .....

Name: .....

Capacity: .....

Employer: *(Name and address of organization)* .....

.....

Witness:

Signature: .....

Name: .....

Date: .....

DO NOT COMPLETE

D: CONFIRMATION OF RECEIPT

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

the …….. (day) of ……..……..……..(month) 201…… (year)

at ..... (place)

FOR THE CONTRACTOR:

Signature: .....

Name: .....

Capacity: .....

Signature and name of witness:

Signature: .....

Name: .....

DO NOT COMPLETE

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The **General Conditions of Contract for Construction Works, Third Edition (2015)**, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 (Short title: "**GCC 2015**"), is applicable to this Contract and is obtainable from www.saice.org.za .

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

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

The clauses of the SCC hereafter are numbered "SCC" followed in each case by the number of the applicable Clause or Sub-Clause in the GCC 2015, and if applicable, the heading, or (where a new condition that has no relation to the existing clauses is introduced) by a number that follows after the last Clause number in the GCC 2015.

SCC 1.1 Definitions

Add the following at the end of Sub-Clause 1.1.1:

SCC 1.1.1.35 "Client", as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as "Employer".

SCC 1.1.1.36 "Principal Contractor", as used in the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, shall have the same meaning as "Contractor".

SCC 4.4 Sub-Contracting

SCC 4.4.1 ***Insert the following after the existing wording:***

"The Contractor shall not sub-contract any Works to Sub-Contractors who are not appropriately registered and graded by the Construction Industry Development Board (CIDB). Proof of registration and grading shall be submitted to the Employer's Agent prior to the award of any such work to a Sub-Contractor.

The Employer reserves the right to refuse payment to the Contractor for work carried out by Sub-Contractors who were not appropriately registered and graded by the CIDB at the time the work was being carried out.

Subsequent registration and grading by the CIDB of Sub-Contractors shall have no force or effect in curing the non-compliance retrospectively."

SCC 4.4.4 ***Insert the following after the existing wording:***

"The contractual relationship between the Contractor and any of its CPG Partners shall be the same as if the Contractor had appointed the CPG Partner in terms of Clause 4.4.3. However, the requirements of and the procedures set out under PS 12 Selected Sub-Contractors included in Section C.3 Scope of Work shall not apply to CPG Partners.

DO NOT COMPLETE

The contractual relationship between the Contractor and its CPG Partners shall be as agreed upon between the Employer and the Contractor during the process of CPG negotiations prior to the award of the Contract, and as recorded in the Schedule of Deviations."

SCC 4.4.5 ***Insert the following after the existing wording:***

"The provisions of this Sub-clause shall apply to the appointment of CPG Partners."

SCC 4.4.6 ***Insert the following after the existing wording:***

"The provisions of this Sub-clause shall apply to the appointment of CPG Partners."

SCC 4.4.7 ***Insert the following after the existing wording:***

"The provisions of this Sub-clause shall apply to the appointment of CPG Partners."

SCC 4.5 Notices and fees

SCC 4.5.2 **Employer's responsibility for approval**

Insert the following after the existing wording:

"The Employer shall be responsible for obtaining any construction work permit which may be required in terms of Regulation 3(1) of the Construction Regulations, 2014 (promulgated under Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993))."

SCC 4.5.3 **Contractor's responsibility for consents**

Insert the following after the existing wording:

"Failure by the Contractor to provide in a proper and timeous manner all the necessary information and documents as required by Regulation 3(5) of the Construction Regulations, 2014, or as requested by the Employer or his agent, shall result in any claim which the Contractor may make in connection therewith for an extension of time, any direct or indirect costs, or any damages claim, being rejected."

SCC 4.5.4 **Contractor to be compensated**

Insert the following after the existing wording:

"The costs incurred by the Contractor in providing the necessary information and documents pursuant to the application for a construction work permit required by Regulation 3(1) of the Construction Regulations, 2014 shall be deemed to be included in the Contractor's rates and prices, whether itemized separately in the Bill of Quantities or not."

SCC 5.1 Time calculations

The phrase "*shall be excluded from the calculation of the time-span concerned*" shall be separated from Sub-clause 5.1.1.2 and shall be positioned in a new line below it.

SCC 5.1.1 The entire Sub-clause 5.1.1 shall read as follows:

"5.1.1 Except where otherwise provided in the Contract, where a specific time-span is stipulated in the Contract for carrying out any task, or for the termination of any right, or the duration of any event or circumstance,

DO NOT COMPLETE

5.1.1.1 The special non-working days set out in the Contract Data that fall within the said time-span, as well as

5.1.2 The day on which the time-span commences

shall be excluded from the calculation of the time-span concerned."

SCC 5.3 Commencement of the Works

SCC 5.3.1 ***Insert the following after the existing wording:***

"In the event of a construction work permit being required (as contemplated under Regulation 3 of the Construction Regulations, 2014), commencement of the Works shall only be legally permissible once a construction work permit has been issued by the relevant authority.

The Contractor shall be required to make an allowance of **50 (fifty) days** from the Commencement Date of the Contract in his initial programme of Works required to be submitted in terms of Clause 5.6.1 so as to allow for the construction work permit to be issued by the Department of Labour, provided that should the Contractor fail to include such an allowance of the said 50 days, he shall be deemed to have done so.

In the event that the construction work permit shall have been issued within the 50 (fifty) day allowance period, the Due Completion Date shall be adjusted accordingly by the Employer's Agent, with due cognisance being taken as to the date on which the construction work permit was actually issued."

SCC 5.3.2 ***Insert the following after the existing wording:***

"or alternatively, the Employer reserves the right, in its sole discretion, to grant to the Contractor an extension of time for Practical Completion, but without the payment of additional time-related General Items or any other compensation, for a period of not more than 28 (twenty eight) days, to allow the Contractor to submit the documentation referred to in Clause 5.3.1."

SCC 5.7 Progress of the Works

SCC 5.7.1 ***Substitute the fourth sentence (starting with "Such steps …") with the following:***

"Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld".

SCC 5.7.2 ***Delete the second paragraph and substitute with the following:***

"In such an event, the additional costs incurred, by acceding to the Contractor's request, shall be deducted from the amount payable to the Contractor".

SCC 5.14 Completion

SCC 5.14.5.1 ***Amend this Sub-Clause as follows:***

In the second line, substitute the word "Guarantor" with "Contractor".

SCC 6.5 Dayworks

SCC 6.5.1.3 ***Amend this Sub-Clause as follows:***

DO NOT COMPLETE

In the last line, substitute the word “plant” with the words “construction equipment”.

SCC 6.7 Measurement of the Works

SCC 6.7.2 ***Delete the words:***

“The Employer’s Agent shall ascertain and determine the value of the Works but, when required to do so by the Employer’s Agent”.

And insert the following at the end of the paragraph:

“This measurement shall take place on or before, but not later than, the 20th of the month, but should the 20th be a ‘non-working’ day, it shall take place on the last working day prior to the 20th.

SCC 6.9 Vesting of Plant and Materials

SCC 6.9.3 **Identification of Plant and materials**

Add the following at the end of Sub-Clause 6.9.3:

“Storage of Plant

In consideration of receiving, from the Employer, payment on account, after the deduction of retention monies, in respect of items of Plant stored at the Contractor's workshop or his suppliers' premises or his other storage facilities, the Contractor shall complete the standard Employer Certificate of Indemnity. In so doing, the Contractor:

(a) acknowledges that the items of Plant are the sole property of, and are held on behalf of, the Employer;

(b) indemnifies the Employer against any loss or damage whatsoever of or to the said items of Plant whilst in the Contractor's possession or in transit and undertakes to effect adequate insurance against these risks in the name of the Employer and to produce such insurance to the Employer’s Agent;

(c) undertakes to deliver and install, at the site, the said Plant when required by the Employer;

(d) undertakes that no payment has been received, in respect of the said items of Plant, from any other of his clients or employers and that the Employer has prior claim to the value of payments so received for same, prior to all others, from any assets of the Contractor's company; and

(e) undertakes to act in accordance with such instructions as received from the Employer, through its officers or agents, to protect the interests of the Employer.

Payment for Plant stored at the Contractor's workshop or his suppliers' premises or his or any other storage facilities, shall be at the sole discretion of the Employer’s Agent, and the Employer’s Agent reserves the right to amend the requirements of the standard Certificate of Indemnity.”

SCC 6.10 Payments

SCC 6.10.4 Substitute the words “within 28 days” with “on or before but not later than the last day of the month following the month”.

DO NOT COMPLETE

SCC 6.10.6.2 ***Amend this Sub-Clause as follows:***

Delete the words "Contractor's Bank" and substitute with the words "Employer's Bank".

SCC 6.10.8 Substitute the words "within 28 days" with "on or before but not later than the last day of the month following the month".

SCC 6.10.9 Substitute the words "within 28 days of the date of such certificate" with "on or before but not later than the last day of the month following the month in which the Employer's Agent has signed such payment certificate."

SCC 8.6 Insurances

The following deletions, substitutions and insertions are effected as indicated below:

SCC 8.6.1 Substitute the word "Contractor" in the second line with "Employer" and insert the words "and all Sub-Contractors, including CPG Partners, engaged in the Works under valid sub-contract agreements with the Contractor" after the word "Contractor" at the end of the Paragraph.

SCC 8.6.1.4 Substitute the word "Contractor" in the sixth line with "Employer".

SCC 8.6.2 Substitute the word "Contractor" in the third line with "Employer".

SCC 8.6.4 Substitute the word "Contractor" in the second line with "Employer".

SCC 8.6.5 Substitute the word "Employer" in the fourth line with "Contractor".

SCC 8.6.6 Substitute the word "Contractor" with "Employer", and "Employer's Agent" with "Contractor", and insert the words "upon request" after the word "shall" and before the word "produce".

SCC 8.6.7 Substitute the word "Contractor" with "Employer," and "Employer" with "Contractor", wherever they appear in this Sub-clause.

Add the following at the end of Sub-Clause 8.6.7:

SCC 8.6.8 The requirements and procedures set out under Annexure C5.1 included under Section C.5 Annexures shall apply to the Contract.

SCC 9.1 Termination of Contract

SCC 9.1.4 **Increased Costs**

Add the following at the end of Sub-Clause 9.1.4:

The provisions of this Sub-clause shall only apply in the event of actual termination of the Contract.

SCC 10.1 Contractor's claim

SCC 10.1.4 Contractor's failure to comply with notice period

Insert the following words in the 3rd line after "Clause 10.1.2":

"or the Contractor fails to comply with the requirements of Clause 10.1.1.3".

DO NOT COMPLETE

SCC 10.1.5 Employer's Agent's ruling on Contractor's claim

Add the following after the existing wording:

"and provided that:

10.1.5.3 in the event that the Employer is required to give specific approval for the said period of 28 days to be extended (as required by Clause 3.2.3 and as stated in the Contract Data), and the Employer's Agent fails to obtain such specific approval within the said 28 day period, the Contractor's claim shall be deemed to have been rejected in its entirety."

SCC 10.2 Dissatisfaction claim

SCC 10.2.3 Employer's Agent's ruling on dissatisfaction

Add the following after the first sentence:

"provided that, in the event that the Employer's Agent fails to give his ruling within the said period of 28 days, the Contractor's dissatisfaction claim shall be deemed to have been rejected in its entirety."

DO NOT COMPLETE

C1.2.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA

The following Contract Specific Data, referring to the General Conditions of Contract as stated above, are applicable to this Contract:

COMPULSORY DATA	
GCC Ref. Clause No.	
1.1.1.15	**Name of Employer: UMNGENI-UTHUKELA WATER**
1.2.1.2	**Address of Employer**: Physical: 310 Burger Street, Pietermaritzburg, 3201, KwaZulu-Natal Postal: P O Box 9, Pietermaritzburg, 3200, KwaZulu-Natal Telephone No: 033 341 1000
1.1.1.16	**Name of Employer's Agent**: Vusi Mdluli
1.2.1.2	Physical:310 Burger Street, Pietermaritzburg,3201 Telephone No: 033 341 1327 E-mail: vusi.mdluli@umgeni.co.za
1.1.1.13	**The Defects Liability Period** is 12 months
1.1.1.26/ 6.7.1	**The Pricing Strategy is** *Re-measurement Contract.*
5.3	**Commencement of Works**
5.3.1	The documentation required before commencing with the Works are: 1. Health and Safety Plan (Refer to Clause 4.3); 2. A signed agreement between the Employer and the Contractor for the works to be completed by the Contractor in terms of the provision of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction regulations of February 2014. (Refer to Clause 4.3); 3. Proof of payment to the Employer, that the Contractor had paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (No 130 of 1993). (Refer to Clause 4.3); 4. Initial Programme (Refer to Clause 5.6); 5. Security (Refer to Clause 6.2.1 below); 6. Insurance (Refer Clause 8.6); and Information and documents required from the Contractor for a construction work permit (if applicable) issued in terms of Regulation 3 of the Construction Regulations, 2014 (Refer to SCC 4.5.2, SCC 4.5.3, SCC 4.5.4 and SCC 5.3.1 above.
5.3.2	The time to submit the documentation required before commencement with Works execution is **14].....(fourteen) days.**

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5.5.1/ 1.1.1.14	**Time for Practical Completion** The time for achieving Practical Completion of the entire Works is …**12 Months**… (**twelve months**) days from the Commencement Date of the Contract including special non-working days. The time, from the Commencement Date for achieving Practical Completion of the portions as set out in the Scope of Works are: For portion 1 within ……..( ) days For portion 2 within ……..( ) days *Note to compiler: Add further portions as required and set out in the Scope of Work*
5.6.1 & SCC 5.3.1	**Program** The Contractor shall deliver his program of works within …**two weeks (14)** days from the Commencement Date. **Note: Refer to Project Specifications regarding required format, etc.**
5.8.1 & 5.1.1.1	**Non-working times and special non-working days** The non-working days are Sundays. The special non-working days are: 1. all public holidays as declared in terms of Section 2A of the Public Holidays Act, 1994 (Act No. 36 of 1994); and 2. the year-end break commencing with the close of business on the last working day prior to 16 December and ending with the start of business on the 1st working day in January of the next year. *Note to Compiler: It is advisable, where reasonable, to state actual dates applicable to the contract under consideration. Delete this note.*
5.13.1	**Penalty for Delay** The penalty for failing to complete the Works by the Due Completion Date shall be R **90 000…[nighty thousand Rands….** (inclusive of VAT) per day.
5.16.3	**Latent Defects Liability Period** The latent defects liability period is …***5 years]……. (…five)*** Years
6.2.1 & 6.2.2	**Security** The security to be provided by the Contractor shall be a Performance Guarantee (Demand Guarantee) of 10% (ten percent) of the Contract Sum (inclusive of VAT) delivered within the time stated in Clause 5.3.2 above. The Guarantee shall remain valid and enforceable until the Certificate of Completion is issued, whereafter the Guarantee shall be returned to the Contractor. Should the Contractor fail to provide the required Performance Guarantee within the time period stated in Clause 5.3.2 above, or if the Performance Guarantee differs substantially from the *pro forma* included under Section C1.3 Form of Guarantee, a security of 10% (ten percent) of the Contract Sum shall be retained by the Employer, in addition to the retention withheld in terms of Clause 6.10.3 below, subject to the provision that the Contractor may, at any time during the course of the Contract, provide a correctly worded and valid Performance Guarantee in fulfillment of his obligations under the Contract in order to have the security being withheld for this purpose released to him.
6.5	**Dayworks**
6.5.1.2.3	The percentage allowances to cover overhead charges for dayworks which has not been included in the Dayworks Schedule, are as follows: 50% of the gross remuneration of workmen and hourly paid foremen actually engaged in the dayworks;

DO NOT COMPLETE

	15% on the net cost of materials actually used. No allowance will be made for work done, or for materials and equipment, for which dayworks rates have been quoted at tender stage.
6.10	**Payments**
6.10.1.5	The percentage limit for Plant and materials referred to in Clause 6.9.1 not yet supplied to Site or not yet built into the Permanent Works is: 80%.
6.10.3	**Retention Money** The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the Contract Price. **A guarantee in lieu of retention money is not permitted.**
8.6.1	**Insurances** *(Insurance cover requirements must be confirmed with the IRM Department on award and prior to signing of contract)*
8.6.1.1.2	The Value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0 (Zero Rand) (inclusive of VAT).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R1 000 000 (One Million Rand) (exclusive of VAT)
8.6.1.3	The limit of indemnity for liability insurance is: Public Liability R10 000 000 (Ten Million Rand) (exclusive of VAT).
8.6.1.5	The Contractor is required to provide the following minimum insurance: Public Liability Insurance Minimum Cover: R10 000 000 (Ten million rand) for any one event in respect of off-site trading and product liability risks. Period of cover: For the period of performance
8.6.2	Deductibles for which the Contractor is liable for payment are: *(subject to annual escalation(s) as per UMNGENI-UTHUKELA WATER annual summary of insurance arrangements and claims procedure):*
8.6.2.1	Contract Works Deductible – R25 000 (Twenty-Five Thousand Rand) (exclusive of VAT) for each and every incident. **In respect of Storm Perils and flooding 10% of claim minimum R500 000** **Theft of, or any attempt thereat 10% of claim minimum R50 000**
8.6.2.2	Public Liability Deductible – R 15 000 (Fifteen Thousand Rand) (exclusive of VAT) for each and every incident.
8.6.2.3	SASRIA Deductible 0.1% (Zero-point One Percent) of contract value minimum R2,500 (Two Thousand Five Hundred Rand) maximum R25,000 (Twenty-Five Thousand Rand) (exclusive of VAT) for each and every incident.
10.5	**Adjudication** Dispute resolution shall be by . The Adjudication Board Rules in GCC 2015 shall apply. The Pro Forma Adjudication Board Member Agreement (GCC 2015 Appendix 5) shall be used for the appointment of members.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).
10.7.1	**Arbitration**

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	If a dispute is, after adjudication, still unresolved, the dispute shall be resolved by arbitration.
OPTIONAL DATA	
3.2.3	**Specific approval of the Employer required** The Employer's Agent shall obtain the specific approval of the Employer in writing before carrying out any of the following: (1) Any expenditure beyond the approved Contract Sum as defined in terms of Clause 1.1.1.11. (2) The issuing of any instruction to the Contractor to commence carrying out of the Works in terms of **Clause 5.3.1**. (3) The issuing of an instruction to accelerate the progress in terms of Clause 5.7.3. (4) The reduction of a penalty for delay in terms of Clause 5.13.2. (5) The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4. (6) The agreeing of any adjustment of the sums for general items in terms of Clause 6.11.1. (7) Authorizing the Contractor to repair and make good in terms of Clause 8.2.2.2. (8) The agreeing of an extension to the 28 day period in terms Clause 10.1.5.1. (9) Changes to the Specifications related to Equipment and Materials which may have an impact on the Operation & Maintenance (O&M) of the Works. The onus shall be on the Contractor to obtain confirmation of the Employer's specific approval in respect of the above. Any instruction by the Employer's Agent that is given without the Employer's specific approval shall have no force or effect, and the Contractor shall have no claim against the Employer under such circumstances.
5.4	**Access to the Site**
5.4.2 and C4.2	The access to and possession of the Site shall be exclusive to the Contractor The access to and possession of the Site shall not be exclusive to the Contractor. The limitations are set out below: (a) (b) (c) etc. *Note to Compiler: Delete whichever is not applicable. The limitations need to be given careful thought, and described clearly, so that the Tenderer can price any restrictions or limitations into his Tender. A full description of access to and possession of the Site is required to be given in Section C4.2. Delete this note.*
6.8	**Adjustment in rates and/or prices**
6.8.2	**Contract Price Adjustment will be applicable.**
6.8.3	***Variation in cost of special materials*** *Price adjustments for variations in the cost of special materials is allowed.*
6.9.1.2	**Vesting of Materials** The following Plant and materials shall be subject to the conditions of Clause 6.9.1.2. Stored at the contract sites established for the project.

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CONTRACT PRICE ADJUSTMENT SCHEDULE (if applicable in terms of Clause 6.8.2 above)	
	Values of the coefficients shall be: **X** = 0,15**;** **a** (labour) = 0,30 **b** (plant) = 0,25**;** **c** (materials) = 0,35**;** **d** (fuel) = 0,10 *Note to compiler: These coefficients are to be checked for each individual contract* The Site is situated in: …… Province. The base month is: …*month and year*… (the month prior to that in which tenders closed). *Note to compiler: The values for the above indices are only examples and need to be changed to suit the nature of the Works, especially where materials are supplied by the Employer. The indices may be found at www.statssa.gov.za. The latest indices for L (certain urban areas only), P, M and F, may more readily be found at www.safcec.org.za under "CPAF Indices* The indices for "L", "P", "M" and "F" are the following as published by Statistics South Africa (*if the indices are published by a different organisation, for example SEIFSA, then delete "Statistics South Africa" and replace by the applicable publishing organisation*): 1. "L" is the "Labour Index" and shall be the (… *give the name of the relevant labour index* …) and as published in the (… *give the name of the statistical publication where the index can be found*). 2. "P" is the "Contractor's Equipment Index" and shall be the (… *give the name of the relevant Contractor's Equipment index* …) and as published in the (… *give the name of the statistical publication where the index can be found*). 3. "M" is the "Materials Index" and shall be the (… *give the name of the relevant materials index* …) and as published in the (… *give the name of the statistical publication where the index can be found*). 4. "F" is the "Fuel Index" and shall be the (… *give the name of the relevant fuel index* …) and as published in the (… *give the name of the statistical publication where the index can be found*). *Note to the compiler: check that the publishing organization and the names of the statistical publications are correct. Delete this note.*

DO NOT COMPLETE

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the **General Conditions of Contract for Construction Works, Third Edition (2015)** in order to understand the implications of this Data which is required to be provided.

GCC REF. CLAUSE No	
1.1.1.9	**Name of Contractor**: .....
1.2.1.2	**Address of Contractor:** Physical: ..... Postal: .... Telephone No: ..... Fax No: ..... E-mail: .....
6.2.1	**Security** Security is to be provided by the Contractor shall be as stipulated in the data provided by the Employer in Clauses 6.2.1 and 6.2.2.
6.8.3	The variations in cost of special materials will be based on the following: Special Material Unit Rate or Price .... *Note to Compiler: Special materials should preferably be specified by the compiler, leaving the unit and rate for the Tenderer to fill in. Otherwise the Tenderer may be allowed to state the special materials, units and costs. If special materials are not allowed, then remove the above table. Delete this note.*

DO NOT COMPLETE

C1.3 FORM OF GUARANTEE

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA FORM OF PERFORMANCE GUARANTEE - DEMAND GUARANTEE

Name of Project: ……...

Contract Number & Title: ……

Name and address of Beneficiary:

.....
(whom the Contract defines as the Employer)

We have been informed that (… *name of Contractor and company registration number* …) (hereinafter called the "Principal") is your contractor under the above-named Contract, which requires him to obtain a Performance Guarantee.

At the request of the Principal, we (… *names and capacities of persons authorised to issue the guarantee …) of (… name of Financial Institution registered with the Financial Services Board …)* hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of (… *amount in figures and words* …) (the "guaranteed amount"), upon receipt by us of your demand in writing and your written statement stating:

that the Principal is in breach of his obligation(s) under the Contract.

Any demand for payment must contain your authorised representative's signature. The demand must be received by us at this office on or before (… *the date 70 days after the date on which the Completion Certificate for the Works is due to be issued* …), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Completion Certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within a period of 7 days, of your demand in writing and your written statement that the Completion Certificate has not been issued for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by South African Law and shall be subject to the Uniform rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed at …… on this ……. day of …….. 20 …….

Guarantors' names and signatures: ……

Witnesses' names and signatures: ……..

DO NOT COMPLETE

C1.4 ADJUDICATION BOARD MEMBER AGREEMENT

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

PRO FORMA
ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member: (*Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.*)

Contractor: (*Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.*)

Employer: (*Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number.*)

The Contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for (*name of project*) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (*ad hoc adjudication / standing adjudication*)* (Delete as applicable).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
    - 7.1 A monthly retainer of (*amount*) for (*number*) of months, and/or
    - 7.2 A daily fee of (*amount*) based on a (*number*) hour day, and/or

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7.3 An hourly fee of (*amount*), and/or

7.4 A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

(Signature):	*(Signature):*.....	*(Signature):*.....
Name:.....	**Name***:*.....	***Name****:*.....
Place: ……	Place:……	Place:……
Date:……..	Date:……	Date:……
who warrants that he/ she is duly authorized to sign for and on behalf of the **Contractor**	who warrants that he/ she is duly authorized to sign for and on behalf of the **Employer**	the **Adjudication Board Member**

DO NOT COMPLETE

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

[Note to Tenderer: This form should not be completed for the tender, but will be completed by the appointed Contractor.]

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

THIS AGREEMENT is made between .....

(hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: ..... ;

AND: .....

(hereinafter called the 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: **2023/049 *SUPPLY*, INSTALLATION, AND COMMISSIONING OF DOUBLE WELDED, GALVANIZED FENCE AT DURBAN HEIGHTS WW**
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 (hereinafter referred to as "the ACT");

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the Regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself / herself / itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.

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4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the ..... day of ..... 20 .....

Signature:

Name and

Surname:

Capacity:

Witness:

1. .....
2. .....

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

on this the ..... day of ..... 20 .....

Signature:

Name and

Surname:

Capacity:

Witness:

1. .....
2. .....

DO NOT COMPLETE

C2.1 PRICING INSTRUCTIONS

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 Project Specification) and the Drawings.

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Employer's Agent at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Employer's Agent. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the South African Institution of Civil Engineers.

The short descriptions 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 Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the Drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and for a Re-measurement Contract, will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Employer's Agent before the work is commenced and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

The Works as finally completed in accordance 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 Project 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.

4. PRICING OF THE BILL OF QUANTITIES

All unit prices, extensions and totals must be filled in **black ink.** Unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer 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

DO NOT COMPLETE

obligations set forth or implied in the documents 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 Contractor 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" appears in the "Total" column. "Rate Only" items have been included where:

(a) an alternative item or material is contemplated and may be used at the discretion of the Employer's Agent;
(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 tender stage but the possibility that such work may 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 Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

5. GOODS AND SERVICES SOURCED INTERNATIONALLY

It will be the Contractor's responsibility to obtain Forward Cover to avoid price increases for the Employer on any goods and services in this category. In failing to do that, any increase in prices on these items, after the Commencement Date of the Contract, shall be for the Contractor's account.

6. 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 Clause 6.6 of the General Conditions of Contract for Construction Works, Third Edition (2015) (GCC 2015). The Employer 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 circumstances 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 Employer 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 and any changes to same shall be considered to be an alternative tender and thus non-responsive.**

7. CORRECTION OF ENTRIES

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

8. ARITHMETICAL ERRORS

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Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition will be corrected by the Employer's Agent at the tender evaluation stage, as set out in the Standard Conditions of Tender Clause F3.9.

9. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the GCC 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

10. CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by written order of the Employer as a Variation Order.

11. ASSET CODES

The alphabetical characters appearing in the "AC" column (if applicable) in the Bill of Quantities are for the Employer's administrative purposes only and do not have any relevance to the rates tendered.

Note to document compiler: The extreme right-hand column of the BoQ is to be titled "AC" and the relevant Asset Code from the list below inserted for each major section in the BoQ.

C = Civil infrastructure
M = Mechanical infrastructure
E = Electrical infrastructure
I = Instrumentation

12. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m^2	=	square metre	No.	=	number
m^2.pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m^3	=	cubic metre	MN.m	=	meganewton-metre
m^3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	percentage
MPa	=	megapascal	pers. Days	=	person days
kW	=	kilowatt			

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C2.2 BILL OF QUANTITIES

Contract No: 2027/013 SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF 3M HIGH DOUBLE WELDED SKIN, GALVANIZED FENCE AT DURBAN HEIGHTS WW

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C	A C
1.0		**PART 1: PRELIMINARY AND GENERAL**					
1.1	**SANS 1200A**	**SECTION: GENERAL**					
	8.3	**FIXED CHARGE ITEMS**					
	SANS 1200A	**Facilities for Contractor:**					
1.1.2	8.3.2.2.a	Offices and storage sheds,	Sum	1			**A C**
1.1.3	8.3.2.2.d	Living Accommodation	Sum	1			**A C**
1.1.4	8.3.2.2.e	Ablution and latrine facilities	Sum	1			**A C**
1.1.5	8.3.2.2.f	Tools and equipment	Sum	1			**A C**
1.1.6	8.3.2.2.g	Water supplies, electric power, and communication	Sum	1			**A C**
1.1.7	8.3.2.2.h	Dealing with water	Sum	1			**A C**
1.1.8	8.3.2.2.i	Access this includes scaffolding	Sum	1			**A C**
1.1.9	8.3.4	Site establishment and de-establishment	Sum	1			**A C**
1.1.10		Health and safety file obligations for the contract and COVID-19 safety requirements	Sum	1			**A C**
1.2	8.4	**TIME-RELATED ITEMS**					
	8.4.2.2	**Operate and maintain facilities on site**					
		Facilities for Contractor:					
1.2.1	8.4.2.2.a	Offices and storage sheds,	Weeks	52			
1.2.2	8.3.2.2.d	Living Accommodation	Weeks	52			
1.2.3	8.3.2.2.e	Ablution and latrine facilities	Weeks	52			
1.2.4	8.3.2.2.f	Tools and equipment	Weeks	52			
1.2.5	8.3.2.2.g	Water supplies, electric power and communication	Weeks	52			
1.2.6	8.3.2.2.h	Dealing with water	Weeks	52			
1.2.7	8.3.2.2.i	Access	Weeks	52			
1.2.8	8.4.4	Company and Head office overhead cost	Weeks	52			
1.2.9		Supervision for the duration of construction	Weeks	52			
		PART 1 SUBTOTAL CARRIED FORWARD TO SUMMARY					

DO NOT COMPLETE

Contract No: 2023/049
SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF 3M DOUBLE WELDED, GALVANIZED SKIN FENCE AT DURBAN HEIGHTS WW 3.0M HIGH .....

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
AMOUNT BROUGHT FORWARD						
PART 2: SITE CLEARANCE AND EARTHWORKS						
2.1	**SANS 1200 C**	**SITE CLEARANCE AND EARTHWORKS**				
2.1.1		Clear and Grub. The rate shall cover the clearing of the surface, removal of vegetation, trees including roots	m²	2300		
2.1.2		Excavation, clearance, and backfilling of the tranches around the perimeter fence.	km	2300		
		Sectional removal and disposal of the existing fence and the gate	km	2300		
	SANS 1200D	**EARTHWORKS**		2300		
2.1.1		Carefully remove and stockpile 600mm of unsuitable material	m³	2300		
2.3		**Preparation of In-Situ Material**				
2.3.1		Preparation and compaction of in-situ material to 90% Mod AASHTO	m²	2300		
2..4		**Weed eradication**				
2.4.1		Weed eradication	m²	2300		
	PART 2 SUBTOTAL CARRIED FORWARD TO SUMMARY					

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C
AMOUNT BROUGHT FORWARD						
PART 3: INSTALLATION						
Installation and Construction of 3m High Double Welded Skin, Galvanized Fence at Durban Heights Water Works						
3.1		Installation rate, including Fence, post, gates sand, stone, cement, and labour				
3.1.1		3m High Double Welded Skin, Galvanized Fence, aperture Maximum 10 mm × 10 mm, Vertical wire diameter 4 mm minimum and Horizontal wire diameter4mm minimum Panel Width Maximum 2,500 mm	m	2300		
3.1.2		All gates must be fitted with the same type of material as the fence and topped with spikes. **Gate A- Main Gate** Supply and install a sliding motorized gate of 15m in length (7.5m x 2) at the main gate with a	item	01		

DO NOT COMPLETE

		height of 3.0m and two D20 heavy industrial motors this shall include a guide portal and receiving portal. **Gate B- Chlorine Delivery Gate** Supply and install a sliding gate of 4.4m in length with a height of 3.0m and this shall include a guide portal and receiving portal. **Gate C- Booster Pump station Gate** Sliding gate which is 4.2m in length with a height of 3.0m **Gate D- Winchester Gate C** Sliding gate which is 5.0m in length with a height of 3.0m **Gate E- Pinetown Pump station** Sliding gate which is 4.30m in length with a height of 3.0m **Gate F- ESKOM Building** Sliding gate which is 5.0m in length with a height of 3.0m **Gate G- KwaDabeka Pump Station** Sliding gate which is 3.9m in length with a height of 3.0m **Gate H- Visitors Parking** Sliding gate which is 5.0m in length with a height of 3.0m **Gate I - Below Reservoir 2** Sliding gate which is 5.0m in length with a height of 3.0m **Gate J- Pipe Yard Gate** Sliding gate which is 5.0m in length with a height of 3.0m		01 01 01 01 01 01 01 01		
3.1.3		Supply and install 100mm high x 1100 mm long razor spikes	m	1800		
3.1.4		Post 100 × 100 × 4 mm minimum	m	1800		
3.1.5		Accessories nuts and bolts	m	1800		

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3.1.6		Provisioning for concrete plinth 300mm x 300mm x 600mm deep	m	1800		
3.1.7		30 MPa Ready mixed bulk Concrete	m^3	288		
	PART 3 SUBTOTAL CARRIED FORWARD TO SUMMARY					

DO NOT COMPLETE

SUMMARY OF BILL OF QUANTITIES

PART	DESCRIPTION	AMOUNT R-C
PART 1	PRELIMINARY AND GENERAL	
PART 2:	SITE CLEARANCE AND EARTHWORKS	
PART 3	INSTALLATION	
A SUBTOTAL.....		
B Add 3% of subtotal C training of CPGs		
C SUBTOTAL (B+C)		
D CONTINGENCIES Add 20% of Subtotal A.....		
E SUBTOTAL (C + D)		
F VALUE ADDED TAX Add 15 % of Subtotal E		
TOTAL (E+F) CARRIED TO FORM, C1.1, FORM OF OFFER		

SIGNED ON BEHALF OF TENDERER: .....

DO NOT COMPLETE

C3.1 STANDARD SPECIFICATIONS C3.2

C3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS C3.3

INTRODUCTION..... C3.??
PSAA: GENERAL ..... C3.??
PSAB: EMPLOYER'S AGENT'S OFFICE ..... C3.??
PSC: SITE CLEARANCE ..... C3.??
PSDA: EARTHWORKS (Small Works). ..... C3.??
PSDB: EARTHWORKS (Pipe Trenches) ..... C3.??
PSDK: GABIONS AND PITCHING. ..... C3.??
PSGA: CONCRETE (Small Works) ..... C3.??
PSHA: STRUCTURAL STEELWORK (Sundry Items) ..... C3.??
PSHC: CORROSION PROTECTION OF STRUCTURAL STEELWORK. ..... C3.??
PSL: MEDIUM PRESSURE PIPELINES ..... C3.??
PSLB: BEDDING (Pipes)..... C3.??
PSLE: STORMWATER DRAINAGE ..... C3.??

C3.3 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS C3.6

C3.4 AMENDMENTS TO THE UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS C3.7

C3.5 PROJECT SPECIFICATIONS C3.10

STATUS ..... C3.??
PS-1 PROJECT DESCRIPTION ..... C3.??
PS-2 OVERVIEW AND DETAILS OF CONTRACT ..... C3.??
PS-3 DESCRIPTION OF SITE AND ACCESS ..... C3.??
PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS ..... C3.??
PS-5 DRAWINGS..... C3.??
PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS..... C3.??
PS-7 CONSTRUCTION PROGRAMME ..... C3.??
PS-8 SITE FACILITIES AVAILABLE..... C3.??
PS-9 SITE FACILITIES REQUIRED ..... C3.??
PS-10 OCCUPATIONAL HEALTH AND SAFETY ..... C3.??
PS-11 ENVIRONMENTAL MANAGEMENT ..... C3.??
PS-12 SELECTED SUBCONTRACTORS ..... C3.??
PS-13 Project Specific Spec..... C3.??
PS-14 Project Specific Spec..... C3.??
PS-15 etc..... C3.??

DO NOT COMPLETE

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200 series. Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

("SABS" has been changed to "SANS, without change to the contents of the specifications.)

Note to compiler: Add and delete from following list as necessary. Delete this note.

AA	1986	-	GENERAL (Small Works)
AB	1986	-	EMPLOYER'S AGENT'S OFFICE
C	1982	-	SITE CLEARANCE
DA	1990	-	EARTHWORKS (Small Works)
DB	1989	-	EARTHWORKS (Pipe Trenches)
DK	1984	-	GABIONS ANDPITCHING
DM	1981	-	EARTHWORKS (Roads, Subgrade)
GA	1982	-	CONCRETE (Small Works)
HA	1990	-	STRUCTURAL STEELWORK (Sundry Items)
L	1983	-	MEDIUM PRESSURE PIPELINE
LB	1983	-	BEDDING (Pipes)
LC	1981	-	CABLE DUCTS
LE	1982	-	STORMWATER DRAINAGE
LG	1983	-	PIPE JACKING
MM	1984	-	ANCILLARY ROADWORKS

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts
Part 1: General Engineering and Construction Works;
Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor;
Part 5: Earthworks activities which are to be performed by hand;

Preface on Interim Situation until Full Suite of SANS Series of Specifications are Available

The Bill of Quantities is based on the SABS 1200 system of specifications and measurement.

Where SANS specifications are available, these have been incorporated into the "Contract" section of this document.

Where overlapping specifications from the SANS 2001 series of specifications occur the appropriate SABS 1200 specifications have been incorporated in the Project Specifications. In such cases, the requirements of the latter shall prevail over the requirements of the SANS specification(s).

The payment clauses in the Bill of Quantities are based on the SABS 1200 series of specifications for consistency and the Tenderer is required to ensure that he has priced all of the requirements pertaining to the SABS specifications.

DO NOT COMPLETE

C3.2 AMENDMENTS TO STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular Contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications

DO NOT COMPLETE

PSAA : GENERAL (Small Works)
(Applicable to SABS 1200 AA – 1986)

PSAA 3 MATERIALS

PSAA 3.1 Quality and Samples

Add to the Sub-Clause:
No used or recycled material may be used in the Works unless expressly authorized by the Employer's Agent.

Materials specified as being to the approval of a Standards Bureau shall bear the official mark of the appropriate standard.

Samples of concrete aggregates and pipe bedding material are to be delivered to an approved laboratory.

PSAA 4 PLANT

PSAA 4.1 Contractor's Office and Stores (Refer SANS 1921-1 Clause 4.14)

Add to the Sub-Clause:
Neither housing nor shelters are available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place an area of ground at the disposal of the Contractor at the pipe yard site to enable him to erect his site offices, workshops and stores. The temporary facilities and ablution facilities shall comply with the requirements of the Local Authority.

On completion of the Works or as soon as the Contractor's facilities are no longer required the Contractor shall remove such facilities and clear away all surface indications of their presence. The site is to be rehabilitated as described elsewhere.

PSAA 5 CONSTRUCTION

PSAA 5.1.2 Preservation and Replacement of Pegs Subject to Land Survey Act (Refer SANS 1921 - 1 Clause 4.15)

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Add to the Sub-Clause:
Before the commencement of construction work in the vicinity of boundaries, the Contractor, under the direction of the Employer's Agent, shall search for plot pegs where boundaries have not been established by the erection of walls or fences and the Contractor shall compile a list of such pegs that are apparently in their correct positions. At the completion of the contract, the Contractor shall expose the pegs that were listed at the commencement of the construction and the Employer's Agent will arrange for any such pegs that are missing to be replaced at the Contractor's expense.

All plot boundary pegs shall be marked with fencing droppers which shall be painted.

As the construction of the Works may necessitate the removal and re-location of certain survey beacons the Employer will make the necessary application to the Surveyor-General and, notwithstanding the provisions of Sub-Clause 5.1.2 will meet the costs of the re-survey by a Land Surveyor of these servitude beacons in their new position.

The Employer will accordingly indemnify the Contractor against all costs implied in Sub-Clause 5.1.2 in respect of those beacons which may have to be removed by the Contractor.

DO NOT COMPLETE

The Employer's Agent will arrange for any pegs that are missing to be replaced at the Contractor's expense.

All survey reference marks shall be clearly marked and protected by the erection of three fencing standards.

DO NOT COMPLETE

C3.3 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS

In addition to the SABS Standard Specifications, the following UMNGENI-UTHUKELA WATER Particular Specifications shall apply to this contract. They are not bound in with this Volume but are issued separately in Volume 3 as “Annexure to C3.3: UMNGENI-UTHUKELA WATER Particular Specifications”.

UMNGENI-UTHUKELA WATER Particular Specification for OHASA 1993 Health and Safety

UMNGENI-UTHUKELA WATER Particular Specification for 164mm to 2230mm Diameter Steel Pipes, Specials, Coatings and Linings

UMNGENI-UTHUKELA WATER Particular Specification for Wedge Gate and Resilient Seal Valves

UMNGENI-UTHUKELA WATER Particular Specification for Valves

UMNGENI-UTHUKELA WATER Particular Specification for Air Release and Vacuum Break Valves

UMNGENI-UTHUKELA WATER Particular Specification for Fixing of dowels and Anchor Bolts

DO NOT COMPLETE

C3.4 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATIONS

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials and / or methods of construction and / or for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

C3.4.1 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATION FOR 164mm to 2230mm DIAMETER STEEL PIPE, SPECIALS, COATINGS AND LININGS (copy is bound into this document)

1.1 SCOPE

Insert: Where references are made to SABS, read SANS.

2.3 FABRICATION OF SPECIALS

Insert: When a belled or plain ended pipe is cut, one piece of that pipe will become a plain ended pipe. To enable two plain ended pipes of diameter less than DN 600 to be joined by fillet welding, steel sleeves shall be supplied. The sleeves shall have a width of 100mm, an internal diameter of 3mm greater than the outside diameter of the pipe, and a plate thickness and grade of steel identical to that of the pipes.

4.3 PIPE COATING SYSTEM 2: FUSION-BONDED MEDIUM DENSITY POLYETHYLENE COATING

4.3.1.2 Repairs

In the third line after "per 9m" insert "or 12m length of pipe and 4 repairs per 18m"

5 PIPE LININGS

5.2 Pipe Lining System 1: Cement Mortar Lining

Add to the end of this clause: "Pipes shall not be despatched until at least 10 days have elapsed since the lining was applied".

C3.4.2 UMNGENI-UTHUKELA WATER PARTICULAR SPECIFICATION FOR WEDGE GATE AND RESILIANT SEAL VALVES

Clause 3.1 The medium is potable water.

Clause 3.4 All valves shall be double flanged.

The flange drilling shall be as shown on the drawings or as specified in Clause PSL 3.8.3.

The pressure rating shall be as shown on the drawings and scheduled in the Bill of Quantities.

C3.4.3 AMENDMENTS TO THE PARTICULAR SPECIFICATION FOR VALVES

Clause 2.1 *Delete this clause*

Clause 2.2 The medium is potable water.

DO NOT COMPLETE

The nominal bore and pressure class shall be as shown on the drawings and scheduled in the Bill of Quantities.

The body shall be wafer type

The disc material shall be 316 stainless steel

The liner material shall be EPDM

O-Ring back-up on shaft is not permitted

Either corrosion protection option 1 or Option 2 may be used

Clause 2.3 *Delete this clause*

Clause 2.4 Extension Spindles are not required.

Clause 3.3 *Delete this clause* - it is superseded by the UMNGENI-UTHUKELA WATER Particular Specification for Wedge Gate and Resilient Seal Valves.

Clause 3.4.5 Insert the following paragraph before the last paragraph:

"Whilst the Employer's Agent will design the pipework installation, the Contractor must check and ensure that, if the disc extends beyond the valve body in the partly open or fully open position, it is not adversely affected by adjacent pipework or fittings i.e. that there is no contact with the adjoining pipe or fitting or, in particular, with cement mortar lining.

Where required flange drilling shall be as specified in Clause PSL 3.8.3."

C3.4.4 AMENDMENTS TO PARTICULAR SPECIFICATION FOR AIR RELEASE AND VACUUM BREAK VALVES

Clause 2 The medium is potable water.

The nominal bores are as shown on the drawings and/or scheduled in the Bill of Quantities.

The pressure rating shall be as shown on the drawings and scheduled in the Bill of Quantities.

The cylindrical bodies shall be stainless steel and the end fusion bonded epoxy coated mild steel.

The ends shall be flanged with drilling as shown on the Drawings and specified in Clause PSL 3.8.3.

No valves need to operate at positive internal pipe pressures less than 0.5 bar. The design minimum positive internal pipe pressure is 1,5 bar.

C3.4.5 AMENDMENTS TO PARTICULAR SPECIFICATION FOR PGL: DRILLING AND FIXING OF DOWELS AND ANCHOR BOLTS

Add to Clause PGL-2:

The 25mm diameter dowel bars that are to be grouted into rock for the purpose of fixing concrete encasement of the steel pipe to the rock shall be grouted in with cement grout.

DO NOT COMPLETE

Add to Clause PGL-3.2

The 25mm diameter dowel bars that are to be grouted into rock for the purpose of fixing concrete encasement of the steel pipe to the rock shall be drilled 1,5m deep into rock as shown on the drawings.

DO NOT COMPLETE

C3.5 PROJECT SPECIFICATIONS

STATUS

The Project Specifications (PS) forms an integral part of the contract and supplements the Standard Specifications and UMNGENI-UTHUKELA WATER Particular Specifications. They contain a general description of the works, the site and the requirements to be met.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications and the drawings and / or the Bill of Quantities, the drawings take precedence, thereafter the Bill of Quantities. In all events, the discrepancy shall be brought to the attention of the Employer's Agent before the execution of the work under the relevant item.

3.5.1 QUALITY ASSURANCE

The successful Tenderer shall furnish the Employer a detailed Quality Control Plan (QCP) and Procedure for all materials, such as valves, pumps, motors, pipes, specials and fittings for approval prior to any fabrication, coating, lining and delivery.

The Employer shall inspect all of the above at the fabricator or corrosion applicator and release same for delivery with a 48 hour written notice.

PS 1 PROJECT DESCRIPTION

- Project includes removal and disposal of old external fence in Durban Heights WW ,replace with 2.3 km new fence anti-climb 3m high double welded galvanized fence.

PS 2 OVERVIEW AND DETAILS OF CONTRACT

PS 2.1 Overview

The main components of the contract comprise:

- Removal and disposal of old external fence and replacement with new 3m high double welded galvanized fence.

PS 2.2 Scope of Work

Fence Height:

- The minimum height of the perimeter fence shall be 3.0 meter-high above the finished natural ground level

Poles/ Posts

- High tensile square posts to be used (80mm x 80mm x 3600mm high)
- Poles should be 3600mm
- The post to be hot dip galvanized in accordance to ISO 1461
- The distance between the poles must be such a way that the welded mesh panels fit tight against each other and to provide the required structural stability and sturdiness
- Poles must be 60mm in cross section and must not be capable of being bent by human

DO NOT COMPLETE

force, or easily bent when accidentally pumped by a car

- Poles must be locking mechanism to enable the mesh panels to be fully secured against each other and lock into place along the entire length
- Poles shall be hot dip galvanized then be polyester electrostatic coated
- Panel poles must have a flash panel post finish with no climbing aid from both the inside and outside of the fence

FOUNDATIONS

- Foundations for the poles shall be 200mm x 200mm in cross section and 600mm deep
- A 25 Mpa/19mm 28 days' strength of concrete to be used.

Anti-Climb finish

- Mesh panels shall be high tensile steel mesh wrap
- Mesh panels shall be 3.0 m high above the finished ground level where the ground is relevantly flat
- The width of the mesh panels must be according to manufacturer's design specification to enable a structural stable fence but shall not be more than 2.9 m wide
- Where the site or ground level is sloping the mesh panels shall also be stepped to follow the topographical profile, where this occurs the steps shall cover the whole width of the mesh panel
- The diameter of the mesh strands both shall be 4mm horizontal and 4mm vertical
- The panels aperture size (centre to centre) shall be 9mm vertical and 76.2mm horizontal
- All the mesh panels must be secured along the entire length of the poles with a mechanism and using anti vandal bolts that cannot be tempered with or manoeuvred with standard tools
- All mesh panels fixtures shall be on the inside of the fence and not be accessible from the outside.
- The mesh panels, poles and fixtures shall be hot deep galvanised and be polyester electrostatic coated

Over climb prevention

- 100mm high toughened steel razor ninja spikes to be fixed on top of the fence of the mesh wire panels along the entire length of the fence
- To be secured tight with anti-vandal shear nuts and bolts from the inside of the fence
- Spikes shall also be hot deep galvanised then be polyester coated

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Anti-Burrow/Anti-Dig

- A mesh panel to be the same specification as the mesh panel above the ground shall be secured along the lower edge integrated angle along the full width of the fence between the post
- The anti-dig mesh panels shall be at least 600mm below the finished ground level with anti-vandal bolts on the inside and against the concrete foundations for the pols

PS 3 DESCRIPTION OF SITE AND ACCESS

PS 4 NATURE OF GROUND AND SUBSOIL CONDITIONS

- No geotechnical study that was done therefore the nature of ground and subsoil condition is unknown.

PS 5 DRAWINGS

PS 5.1 Drawings Prepared by Employer

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the "Rev. No." column below indicate the revision status of these drawings.

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the drawings for construction purposes and any instructions required for the commencement of the works. Further drawings detailing reinforcement and bending schedules for the concrete chambers will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer's Agent will issue further drawings as may be necessary for adequate construction, completion and defects correction of the works. The work shall be carried out in accordance with the latest available revision of the drawings.

DWG No.	REV No.	DESCRIPTION
		DRAWING LIST, PLAN INDEX & LOCALITY PLAN

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45092	**-**	TYPICAL DETAIL – CONTRACT SIGNBOARD – UW_STD

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the Contract.

PS 6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

The following parts of SANS 1921 Construction and management requirements for works contracts and associated specification data are applicable:
SANS 1921-1 General engineering and construction works
SANS 1921-2 Accommodation of Traffic on Public Roads

The associated specification data are as follows:

Note to compiler: Change text highlighted below in yellow as necessary. Delete this note.

Clause	Specification data associated with SANS 1921- 1
	Essential Data
4.1.7	The requirements for drawings, information and calculations for which the Contractor is to be responsible is detailed in the project specifications.
4.2.1	The responsibility strategy assigned to the Contractor for the works is A.
4.3	The planning, programme and method statements are to comply with the following: 1) The programme shall be prepared in bar (Gantt) chart form, preferably using a project management software tool such as *Microsoft Project* and shall be issued to the Employer's Agent in both hard copy and electronic format. The programme shall be structured to cover all items of work conceivable including all work to be done by Sub-Contractors and shall clearly indicate the critical path 2) The programme must clearly show the intermediate milestone dates to be achieved taking the indicative construction sequences into account. 3) In addition to any other constraints the construction sequence and timing shall take into account 4) Regular meetings must be held with the Employer's Agent. 5) Method statements shall be prepared in accordance with the requirements of the project specifications.
4.3.3	The period of notice shall be a minimum of one working day. Etc.

DO NOT COMPLETE

Clause	Specification data associated with SANS 1921- 1
	Variations
All relevant	In all clauses where it appears, replace the word “Employer” with “Employer’s Agent”
4.1.10	Where reference is made to “SANS 2001”, substitute with “SABS 1200”
	Additional Clauses
4.6 (e)	Managing and disposing of water will include for by-pass arrangements, of temporary earthworks, cofferdams, pumping equipment, well-pointing, de-watering equipment etc. for dealing with all possible flows whether or not the existing flow path is being interfered with during installation of pipework.
4.7.4	No blasting will be permitted within 10m of any structure, pipeline or service unless the Contractor can satisfy the Employer’s Agent that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Contractor will be required to provide equipment for and take vibro-recordings at no additional cost to the Employer.
4.8.1	The Contractor shall be responsible for protection from damage to any structures or services that might be affected by the excavations or works. The Contractor shall, before submitting his tender, carefully study the tender drawings and inspect on site the routes of the proposed pipelines and structures to be constructed in close proximity to existing structures and services and make due allowance in his rates for protection of structures and services by use of special construction methods such as close shoring, sheet piling.

PS 7 CONSTRUCTION PROGRAMME *(Read with SANS 1921-1:2004 Clause 4.3)*

PS 7.1 Preliminary Programme

The preliminary programme submitted as part of the Tender Returnable Documents shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

PS 7.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

DO NOT COMPLETE

The Contractor shall indicate on the programme all critical path activities. In this regard, the Contractor's attention is drawn to Clause 5.12 of the General Conditions of Contract, where consideration will only be given to claims for extension of time associated with critical path activities.

The Contractor's attention is drawn to PS 6 Clause 4.3

PS 8 SITE FACILITIES AVAILABLE

PS 8.1 Contractor's Site Establishment *(Read with SANS 1921 - 1 : 2004 Clause 4.14)*

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.

PS 8.2 Accommodation of Employees

PS 8.3 Power Water and other Services

PS 9 SITE FACILITIES REQUIRED

PS 9.1 Employer's Agent's Office

Refer to the amendments to the Standardized Specifications PSAB 3.2 to PSAB 5.5

PS 9.2 Rented Accommodation

PS 10 OCCUPATIONAL HEALTH AND SAFETY *(Read with SANS 1921 - 1: 2004 Clause 4.18 and the Particular Specification for Construction Health and Safety)*

PS 10.1 General Statement

It is a requirement of this Contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end, the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), and the Construction Regulations 2014 issued under Section 43 of the OHASA by the Minister of Labour.

For the purpose of this Contract, the Contractor is required to confirm his status as mandatary of the Employer for the execution of the Contract by entering into an agreement with the Employer in terms of the OHASA by executing the Agreement under C1.5 included in Section C1: Agreements and Contract Data.

PS 10.2 Health and Safety Specifications and Plans to be submitted at Tender Stage

(a) Employer's Health and Safety Specification
The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Contractor's Health and Safety Plan
The Occupational Health and Safety Plan should be submitted at tender stage so as enable the Employer to determine whether the Contractor is capable of fulfilling the requirements of Construction Regulation 5(1)(h).

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the Contract. His Health and Safety Plan must at least cover the following:

DO NOT COMPLETE

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 7 to 30 inclusive;
(ii) pro-active identification of potential hazards and unsafe working conditions;
(iii) provision of a safe working environment and equipment;
(iv) statements of methods to ensure the health and safety of Sub-Contractors, employees and visitors to the site, including safety training in hazards and risk areas;
(v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
(vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works;
(vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014; and
(viii) all other information and documentation that is required by the Employer, the Employer's Agent, or the agent who acts as a representative for the Employer, in order to enable the Employer to apply for a construction work permit in terms of Construction Regulation 3(1) (if required by law).

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or his agent appointed as contemplated under the relevant provisions of the Construction Regulations 2014, and the Contractor's Health and Safety Plan may be required to be amended if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan, and before the requirements of Construction Regulation 3, or Construction Regulation 4, as applicable, have been complied with.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, or any failure on the part of the Contractor to submit the required information or documentation in support of the application for a construction work permit (in terms of Construction Regulation 3), or failure to give notification of construction work (in terms of Construction Regulation 4), as applicable, shall not be used as a reason to claim for extension of time or standing time and related costs.

DO NOT COMPLETE

PS 10.3 Cost of Compliance with the OHASA and Construction Regulations 2014

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHASA), the Construction Regulations 2014, and the Employer's Health and Safety Specification as applicable to this Contract.

Should the Contractor fail to comply with any of the provisions of the OHASA, Construction Regulations 2014, or Employer's Health and Safety Specification, he shall be liable for penalties as provided for in any of the aforementioned documents.

Items that may qualify for remuneration will be specified in the Health and Safety Specifications, or in the Project Specifications.

PS 11 ENVIRONMENTAL MANAGEMENT

A provisional sum has been included in the Bill of Quantities for the environmental rehabilitation to be carried out by a 'selected sub-contractor.

Refer to SANS 1921-1:2004 Clause 4.19 and PS 6 Clause 4.19.3 and to PS11 above

Note to compiler: Add as necessary. Delete this note.

PS 12 SELECTED SUB-CONTRACTORS

Selected Sub-Contractors (refer to GCC 2015 Clause 4.4) shall be chosen and appointed as follows:

The Employer will prepare a detailed scope of work and/or specification for work to be done or goods to be supplied by a Selected Sub-Contractor.

The Employer and the Contractor will compile a list of firms or persons acceptable to both and who will be invited by the Contractor to submit tenders for the requisite work to be carried out or goods to be supplied by Selected Sub-Contractors. When the tenders are received they will be evaluated and the Employer will then indicate which tender he requires the Contractor to accept and he will advise the Contractor accordingly. The Contractor shall then accept that Tenderer and appoint him/her as a Selected Sub-Contractor.

The Contractor shall incorporate in the sub-contract, provisions that:

In respect of the work carried out or the goods that are the subject of the sub-contract, the Selected Sub-Contractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and

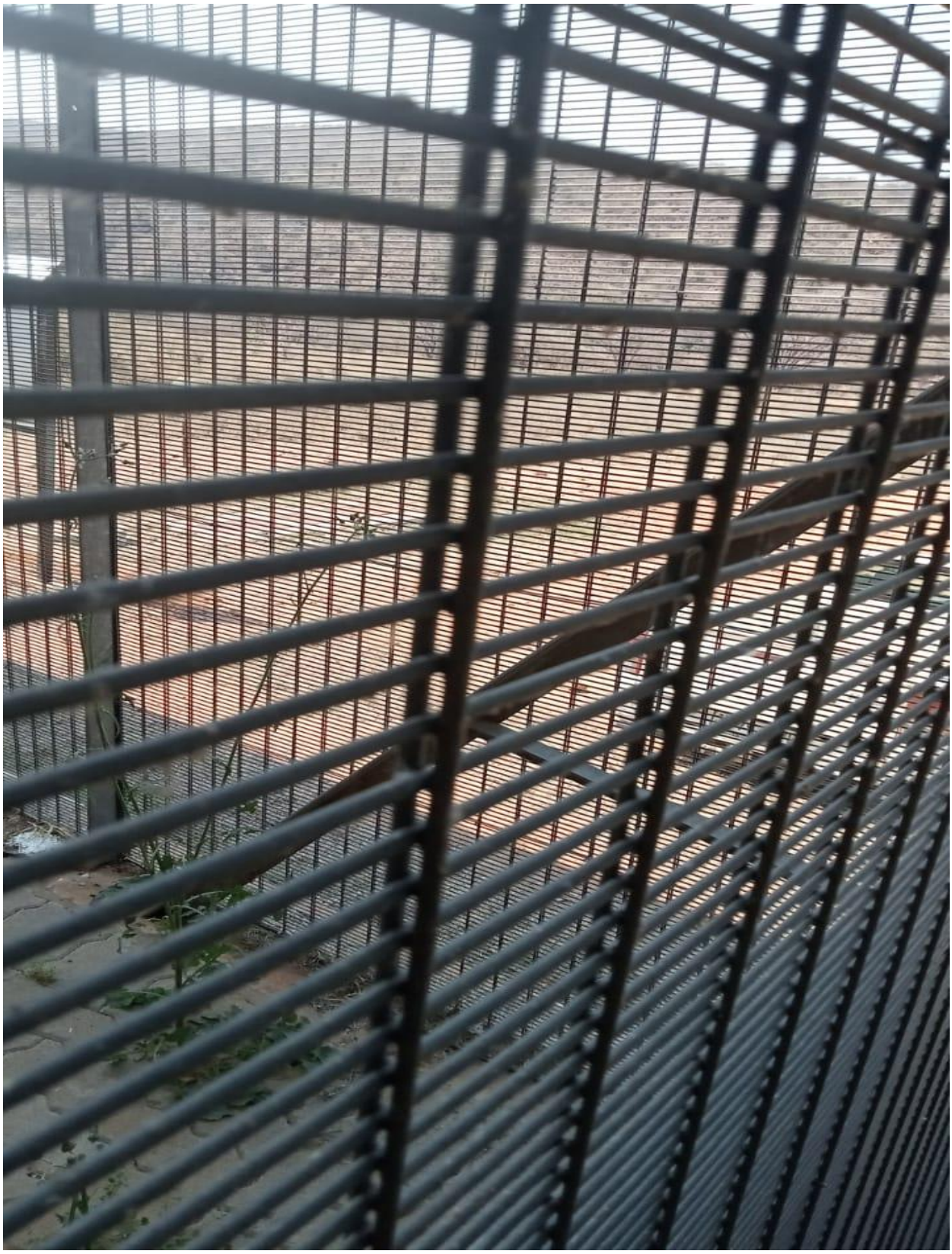
The Selected Sub-Contractor shall also hold the Contractor harmless from and indemnify him against:

- Shortcomings in the sub-contract work if and where the work was designed by the Selected Sub-Contractor;
- Defects in the goods if and where the goods were manufactured and / or supplied by the Selected Sub-Contractor;
- Any negligence by the Selected Sub-Contractor, his / her Agents, workmen and servants;
- Any misuse by the Selected Sub-Contractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and

DO NOT COMPLETE

- Any claims as aforesaid.
-





C4.1 LOCALITY PLAN

Note to compiler: Replace the following with a relevant plan



DO N

C4.2 DESCRIPTION OF AND ACCESS TO THE SITE

GPS Coordinates :

Sites_Name	x_coord	y_coord	Owner
Durban Heights WTP	30.95979	-29.84937	UW

C4.3 ATMOSPHERIC / CLIMATIC

Note to compiler: Replace the following with a relevant data. Delete this note.

In terms of GCC 2015, Clause 5.12.2.2, extension of time will be considered for abnormal climatic conditions in accordance with the following:

The number of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in the table below. Only the number of days lost as a result of abnormal rainfall, exceeding the number of days listed in table, will qualify for consideration of extension of time.

TABLE: 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)
JANUARY	*3	*146*
FEBRUARY	*3*	*100*
MARCH	*2*	*72*
APRIL	*2*	*56*
MAY	*1*	*30*
JUNE	*0*	*17*
JULY	*0*	*10*
AUGUST	*1*	*25*
SEPTEMBER	*3*	*73*
OCTOBER	*4*	*108*
NOVEMBER	*5*	*142*
DECEMBER	*2	*142*
TOTAL	***26 days***	***921***

*(The average monthly rainfall figures quoted are for the period 2000 to 2009 from the Umzinto Waterworks rainfall station No U8E900P01 monitored by UMNGENI-UTHUKELA WATER on daily basis; they are included for information only, and shall not be taken into consideration for calculation of extension of time. The numnber of days lost are based on the number of days in each month that rainfall exceeded 10mm. * The number of working days lost for December and January allows for the builders' holidays from 16 December to 9 January)*

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal climatic 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

DO NOT COMPLETE

working day.

Extension of time as a result of abnormal climatic conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall to abnormal climatic conditions, less the number of days allowed for as stated in the table above, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions 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.

Note to compiler: Add other relevant climatic conditions as necessary.

DO NOT COMPLETE

C4.4 NATURE OF THE GROUND AND SUBSOIL CONDITIONS

*Note to compiler: Describe briefly the ground conditions and state whether or not a geotechnical investigation was done. If so, by whom, and where it may be found. Provide a brief summary of the significant factual information from the report (**do not interpret the findings**). Delete this note.*

DO NOT COMPLETE

C4.5 ENVIRONMENTAL

Environmental Assessment

*Note to compiler: State whether or not an environmental assessment was done. If so, by whom, and where it may be found. Provide a brief summary of the significant factual information from the report (**do not interpret the findings**). Delete this note.*

Environmental Management Plan (EMP)

Note to compiler: To ensure that the project complies with the terms of the Environmental Authorisation (EA) issued by the provincial Department of Agriculture and Environmental Affairs and the EMP, state where the EMP may be found and ensure the requirements of the EA and EMP have been adequately addressed in the project specifications and the Bill of Quantities. Delete this note.

DO NOT COMPLETE

PART C5: ANNEXURES

ANNEXURE to C1 UMNGENI-UTHUKELA WATER Insurance Summary and Claims Procedure

If the annexures are not too bulky then include in this Part 5, list them by title and provide data sheets, completed returnable schedules, pro forma documents, particular specifications, drawings, sketches etc. which are referred to in this document.

If the annexures are very bulky and warrant being bound separately from Volume 2, then bind them as Volume 3 and amend the contents accordingly.

DO NOT COMPLETE

Disclaimer
Personal Information (PI) requested in this form is mandatory for operational and administrative processes, and to comply with regulatory requirements. UMNGENI-UTHUKELA WATER will take reasonable steps to ensure that the Personal Information collected on this form is processed responsibly, kept safe and confidential, and does not unjustifiably infringe your privacy. This is in compliance to the Protection of Personal Information Act No. 4 of 2013.