

O.R. TAMBO DISTRICT MUNICIPALITY



O.R. TAMBO
DISTRICT MUNICIPALITY

CONTRACT NO.: ORTDM SCMU 13-26/27

KSD PRESIDENTIAL INTERVENTION BULK WATER SUPPLY

**DESCRIPTION: COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND
2ML NGUNGULULU RESERVOIRS**

VOLUME 1: RETURNABLES

AUGUST 2026

NAME OF TENDERER:

TENDER AMOUNT:

CSD SUPPLIER NUMBER:

CLOSING DATE & TIME: 18 SEPTEMBER 2026 @ 12H00

Prepared for:

The Municipal Manager
OR Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

Prepared by:

The Infrastructure Water and Sanitation Services
O. R. Tambo District Municipality
Private Bag X6043
MTHATHA
5099

Tel. No. (047) 501 6400

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	11 AUGUST 2026
ESTIMATED CIDB CONTRACTOR GRADING	:	7CE or Higher
COMPULSORY CLARIFICATION MEETING	:	10h00 - 21 AUGUST 2026
VENUE FOR CLARIFICATION MEETING	:	O. R. Tambo District Municipal Offices: Myezo
CLOSING DATE	:	18 SEPTEMBER 2026
CLOSING TIME	:	12:00
CLOSING VENUE	:	Tender Box O. R. Tambo District Municipality MTHATHA
INSTRUCTIONS		Insert large envelope or parcel containing Volume 1 of the Tender Document only (not Volume 2 or drawings) and accompanying returnable documents file into the tender box on or before the closing date and time.

TENDERER'S REPRESENTATIVE CONTACT INFORMATION:

NAME OF TENDERER:

CONTACT PERSON:

TELEPHONE NUMBER: CODE.....NUMBER.....

CELL PHONE NUMBER:.....

E MAIL ADDRESS:.....

PLEASE CHECK

x / √

1. That you have read all the pages of the tender document.
2. That you have completed ALL the forms required to be completed
in NON-ERASEABLE INK.
3. That your **arithmetic calculation in the pricing schedule is correct.**
4. That you have attached ALL necessary documentation relating to the
Composition of the tendering entity, i.e.
 - (a) Company registration documents naming the shareholders and
Directors / members of the company, close corporation etc.
 - (b) Joint venture agreement, if tendering entity is a joint venture.
5. That only the **required** tender documents are submitted (Volume 1 and file with supporting documents,
but not Volume 2 and/or the Tender Drawings)
.
6. That the **FORM OF OFFER** is completed in full and signed.
7. That ALL returnable documents are submitted.
8. That ALL returnable schedules are completed and signed.
9. Ensure that your tender is submitted by **12h00** on the closing date of the tender.

OR TAMBO DISTRICT MUNICIPALITY

BID NO: ORTDM SCMU 13-26/27

KING SABATA DALINDYEBO PRESIDENTIAL INTERVENTION - BULK WATER SUPPLY
INFRASTRUCTURE

COMPLETION OF 3,5ML NQADU, 2ML SOYINI AND 2ML NGUNGULULU RESERVOIRS

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T1: Tendering Procedures

Number	Heading	Pages
T1.1	Tender Notice And Invitation To Tender	2
T1.2	Tender Data	5

T1.1 TENDER NOTICE AND INVITATION TO TENDER



OR TAMBO DISTRICT MUNICIPALITY

BID NO: ORTDM SCMU 13-26/27

**KING SABATA DALINDYEBO PRESIDENTIAL INTERVENTION
BULK WATER SUPPLY INFRASTRUCTURE
COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND
2ML NGUNGULULU RESERVOIRS**

TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Water Services Infrastructure Grant under the O.R. Tambo District Municipality.

Project Number	Name and Description	CIDB Grading	Briefing session venue
ORTDM SCMU 13-26/27	CONSTRUCTION OF 3,5 ML NQADU, 2 ML SOYINI AND 2ML NGUNGULULU RESERVOIRS • Add reinforced concrete roof slab and inlet / outlet / scour / overflow chambers to complete Nqadu and Soyini Reservoirs • Complete the bulk and restricted earthworks platform for Ngungululu Reservoir and construct whole reservoir. • Complete pipelines and pipeline connections to reservoir inlets, outlets and scours	7CE or Higher	O. R. Tambo District Municipal Offices: Myezo Offices – Foyer

A compulsory clarification meeting with representatives of the Employer will take place at **10H00 on 21st of August 2026** at the **O.R. Tambo District Municipal Offices: Myezo, before proceeding to site.**

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

Bid documents Must be downloaded on the O. R. Tambo District Municipality's website (www.ortambodm.gov.za), alternatively on the e-Tender website (www.etenders.gov.za) at no cost.

Bids must be completed in black ink, enclosed in a sealed envelope, and clearly marked with the “**Project number, project name and description**”, deposited in the Open Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than 12H00pm on **18 September 2026**.

It must be expressly understood that the Municipality does not accept responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the tenderer to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

Tender submissions will be opened in public at **12H00pm on 18 September 2026**. The Municipality reserves the right not to accept the lowest priced tender or any tender at all, or to accept the whole or part of any tender.

THE MUNICIPALITY WILL APPLY S91 OF THE SUPPLY CHAIN MANAGEMENT POLICY THAT RELATES TO THE OBJECTIVE CRITERIA ON THE EVALUATION AND AWARD OF THE BIDS.

RETURNABLE DOCUMENTS TO BE SUBMITTED WITH BID:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.
- **Attach a soft copy of the completed tender document in PDF format in a USB flash drive.**

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

THE BID WILL BE REJECTED IF THE BIDDER FAILS TO:

- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors.
- Fill and properly sign the form of offer.
- Attach proof of registration with CSD.
- Attach proof of registration with CIDB.
- Attach **latest** audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Attach **latest** unaudited annual financial statements for close corporations and companies if the public interest score (PIS) is below 350 in line with the companies' act of 2008;
- Attach proof of certification of the public interest score (PIS) if is below 350.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).

NOTE: Joint Ventures and Consortiums will only be considered provided they submit consolidated company registration documents and on award will be required to submit a joint venture or consortium bank account and a joint venture or consortium SARS Tax PIN.

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

Bids will be evaluated in three stages, namely:

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

Tender offers will be allocated a functionality score out of **100** in terms of the Functionality Criteria given. The score will be determined by the Employer, based on interpretation of the documentation provided in the tender offer.

The minimum score for Functionality Criteria that tender offers must attain in order to be deemed responsive is **70** out of **100**. Tenderers whose tender offer does not achieve this minimum qualification score will be rejected as non-responsive.

CONDITIONS OF THE TENDER WITH REGARDS TO SUB-CONTRACTING

It is a condition of Contract that the successful Tenderer must subcontract a specified 'Ring Fenced' portion of the Works to local SMME'S. This portion of the Works is covered by a Prime Cost item in the BoQ.

SURETY

It is a condition of Contract that a valid Performance Guarantee is submitted. Deduction of 10% of the amount of certified for payment in lieu of a Guarantee will not be accepted. Before award, the preferred Bidder will be required to produce a letter from their proposed Guarantee Provider stating that arrangements have been confirmed for providing a Performance Guarantee if the named Tenderer is awarded the Contract.

CESSIONS

The Employer will allow cessions for making direct payments to certain service providers, but NOT for hire of formwork or prepayments for ready-mix concrete or any other prepayments of any kind. The appointed Contractor is contractually required to only claim payment for work successfully completed and approved by the Engineer.

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The lowest tender will not necessarily be accepted, and the Municipality reserves right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. An **90/10-point system** shall apply where **80 points** is allocated for price and **20 points allocated for specific goals** of contributor as follows:

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system
51% Black-owned enterprises	05
100% Women-owned enterprises	05
100% Youth-owned enterprises	05
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	05

CONDITIONS OF THE TENDER WITH REGARDS TO SUB-CONTRACTING

It is a Condition of this Tender that the Successful Tenderer must Subcontract a **Minimum of 30% of the value of the Contract Sum** (Excluding CPA and Contingencies) to the Designated groups as indicated in the Tender Document.

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

Technical enquiries: Mr. N. Noto, telephone number 047 501 6400 or email: nkosiyaon@ortambodm.gov.za.

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

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

**B. Mase
Municipal Manager**

T1.2 TENDER DATA

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

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

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

Clause	Wording / Data
C.1.1	General
C.1.1.1	The Employer is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha, 5099 Telephone: 047 501 6400 Email: nkosiyabon@ortambodm.gov.za
C.1.1.2	Tenderers shall declare any perceived, known and potential conflict of interest under Returnable Documents: Declaration of Intent of Persons in Service of State and Declaration of Tenderers Supply Chain Management Practices.
C.1.2	The Tender documents issued by the Employer comprise: Tender T1.1 Tender Notice and Invitation to Tender. T1.2 Tender Data T1.3 Standard Conditions of Tender T2.1 List of Returnable Documents T2.2 Returnable Documents for Tender Evaluation Purposes T2.3 Returnable Documents to be Incorporated into the Contract Contract Part C1: Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Tenderer's Direct Participation of Targeted Labour C1.4 Specification for SMME Sub-contractor Employment C1.5 Performance Guarantee (Pro forma) C1.6 Adjudication C1.7 Agreement in Terms of the Occupational Health and Safety Act 1993 (Act 85 of 1993)

Clause	Wording / Data
	Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Works C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management C3.6 Health and Safety C3.7 Project Specifications Part C4: Site Information Part C5: Tender Drawings Appendices A – H. Documents not issued to Tenderer's, but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: GCC2015 "General Conditions of Contract for Construction Works", Third Edition, second print, 2015 published by the South African Institute of Civil Engineering (SAICE) *Tel 011 805 5947) S.A. National Standards SANS 1200 Standardised Specifications for Civil Engineering Construction. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 2022). The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and Construction Regulations (2014) and COVID-19 requirements for Construction Sites.
C1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.4	Communication: Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer's Agent in writing to tenderers will be regarded as amending the Tender Documents. The Employer's Agent is: Name: Gibb (PTY) LTD Address: 36 Stanford Terrace MTHATHA, 5099 Contact person: Duncan Shaw Email: dshaw@gibb.co.za

Clause	Wording / Data
C.2	Tenderer's obligations
C.2.1.1	Only those tenderers who are registered with the Construction Industry Development Board (CIDB) (as "Active" at the time of tender closing) or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tender for an 7CE or Higher class of construction work, are eligible to submit a tender offer. Joint ventures are eligible to submit a tender offer provided that: a) Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing). b) The Lead partner has a contractor grading designation in the CE class of construction work and not lower than one level below the required grading designation in the class of construction works under considerations and possess the required recognition status. c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 7CE or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. d) Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which it defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. e) The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and clearly showing the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit. Tenderers are eligible to submit a tender offer, provided they have submitted the following tender requirements listed below: a) Tax Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number. b) The tenderer is registered on the National Treasury Central Supplier Database (CSD) and provide proof of registration must be in the form of CSD registration number. Also note the following: (i) Tenderers who are not registered are not precluded from submitting bids but must be registered prior to Contract Award. (ii) In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture. (iii) Tenderers who wish to register as service providers on the CSD can register online at

Clause	Wording / Data
	https://secure.csd.gov.za/Account/Register. (iv) For further enquiries contact the Supply Chain Management Unit on Tel: 047 501 6400. (v) A resolution authorizing a person to sign the bid documents (Full completion and signing of Form 2.2.2 or resolution on company letter head). Attendance of Compulsory Site Briefing: Only Tenderers who have attended the compulsory site briefing, signed the attendance register and have Form 2.2.7 Certificate of Attendance at Clarification Meeting signed by the Employer's Agent or his representative, will be eligible to submit a tender offer. A valid CIDB registration with a minimum grading of 7CE or Higher. In case of JV, the tenderer has submitted a mandatory JV agreement that includes the agreement and banking details and stipulates the JV lead partner's as well as JV partners CRS numbers are indicated on the form (proof must be attached). A signed Form of Offer in the Contract Section C1.1. The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer has not failed to perform on any previous contract and has not been given written notice to this effect. Further Compulsory Documents to be submitted by the Tenderer: In addition to all the documents listed from a) to k) above and all other documents requested in Section T2.1 and T2.2 (Returnable Documents), it is further required that copies of the following current and valid company certificates be provided: Letter of Good Standing (Form 2.2.5) from Compensation Commissioner or Insurer in terms of Section 80 of the Compensation for Occupational Injuries and Diseases (COID) Act (Act No 130 of 1993). Letter of Good Standing from Department of Labour (UIF). In the case of Joint Ventures, the above shall be provided for each JV Partner. The above documents shall be included in the Supporting Documents file.
C.2.3	<i>Amend the Clause to read:</i> ".....and notify the Employer's Agent of any discrepancy...."
C.2.6	Receipt of Addenda's: All tenderers to acknowledge receipt of any Addendums issued and to complete Form 2.3.1: RECORD OF ADDENDA TO TENDER DOCUMENTS in the Returnable Documents. Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender clause C.3.8.
C.2.7	For particulars regarding the compulsory clarification meeting (site inspection meeting) refer to the Tender Notice and Invitation to Tender (T1.1) of this document.

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

Clause	Wording / Data
	signed. - Indexed Lever-Arch file (or files) with all supporting documentation clearly marked with Tenderer's name clearly marked on the spine or cover. - Tender Drawings (Book of Drawings) need NOT be submitted. Failure to comply with these requirements may result in the tender being declared non-responsive. Notwithstanding any statement in any of the Returnable Documents listed in T2 to the effect that supporting documentation must be attached to the associated Returnable Document, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Bill of Quantities must be fully and correctly filled in by hand in black ink. The binding of the original volume of the Tender Document may NOT be dismantled.
C.2.13.3	Number of Duplicate Copies required is none.
C.2.13.4	Add the following to the clause: "Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3 In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture. <u>Failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive."</u>
C.2.13.5	The employer's address for delivery of tender offers is given under Clause C.2.15.1 The identification details are: TENDER FOR CONTRACT: COMPLETION OF 3.5ML NQADU, 2ML SOYINI AND 2ML GUNGULULU CONCRETE RESERVOIR
C.2.13.6	A two-envelope system will not be followed.

Clause	Wording / Data
C.2.13.7	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorised representative's name, the tenderer's postal address and contact telephone numbers.
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.14	The tenderer is required to provide all the data or information as requested below: All the documents and schedules as listed under T2.1 & T2.2: Returnable Documents required for tender evaluation purposes. All the documents and schedules as listed under T2.3: Returnable Documents that will be incorporated in the Contract. Should a Tenderer not provide all the above-mentioned data or information, the Tenderer will be considered non-responsive. Add the following to the clause: "Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing similar construction works of comparable magnitude, and the degree to which he possesses the necessary technical, financial, and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents. Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause C2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer."
C.2.15.1	The closing date and time for submission of tender offers is on the 18 September 2026 at 12:00. The employer's address for the delivery of tender offers and identification details to be shown on each tender offer package are given below. Only tenders submitted to this tender box will be opened and considered. It is the Tenderer's responsibility to make sure it is delivered into the tender box before closing. Location of Tender Box: O. R. Tambo District Municipality Physical Address: O. R. Tambo District Municipality Ground Floor (Next to the Entrance) Myezo Park Nelson Mandela Drive Mthatha, 5099 Identification Details: Place the signed tender offer in a package marked "COMPLETION OF 3.5ML NQADU, 2ML SOYINI AND 2ML GUNGULULU CONCRETE RESERVOIR" Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
C.2.16.1	Tender Offer Validity Add the following to the end of Clause C.2.16.1:

Clause	Wording / Data
	"The tender offer validity period is 90 days. If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day."
C.2.16.3	Where a tenderer, at any time after the opening of his tender offer but prior to entering a contract based on his tender offer: • withdraws his tender. • gives notice of his inability to execute the contract in terms of his tender; or • fails to comply with a request made in terms of C.2.17, C.2.18 or C.3.9. Withdrawal is accepted and tenderers shall sign a letter to acknowledge withdrawal of bid.
C.2.17	Clarification of Tender Offer after Submission Add the following to the end of Clause C.2.17: "A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bill / Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged."
C.2.18	The Tenderer shall, when requested by the Employer to do so, submit any additional information requested under this clause within 7 working days of the date of request.
C.2.22	The tenderer is required to return all tender documents with the Tender Offer, prior to the closing time for the submission of Tender Offers.
C.2.23	The tenderer is required to submit the following with his tender: CSD Supplier Number and Tax compliance PIN numbers in case of Bidder only / Consortia / JV: 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 view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za. Bidders may also submit a printed TCS together with the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate proof of TCS / 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.

Clause	Wording / Data
	Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Document Form 2.2.18. Evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Document Form 2.2.5). Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture.
C.3.1.1	Delete the contents of Clause C.3.1.1 and replace with the following: “The Employer will respond to a request for clarification received up to seven working days before the tender closing time stated in the Tender Data.”
C.3.2	The Employer shall issue addenda until three working days before the tender closing time. Add the following to Clause 3.2: Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4.1	The time and location for the opening of tender offers are: Time: 12:00pm on the 18th of September 2026
C.3.4.2	Tenders will be opened immediately after the closing time for tenders at: Location: O. R. Tambo District Municipality Physical Address: O. R. Tambo District Municipality Myezo Park Nelson Mandela Drive Mthatha, 5099
C.3.5	A two-envelope procedure <u>will not</u> be followed.
C.3.7	Grounds for rejection and disqualification Add the following to the end of Clause C.3.7: “Tenderers will be disqualified if, Any of the directors/shareholders of the Tenderer are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector. If, from information given in the completed Compulsory Enterprise Questionnaire, the Employer considers that there is a potential conflict of interest which may potentially compromise the tender process. In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.
C.3.8.2	Add the following directly after Clause C.3.8.2 c): “A tender offer that does not meet the requirements as specified below, will be deemed non-responsive:

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

Clause	Wording / Data
	If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under a) and b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under C.2.16.3. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.
C.3.11	Tenders will be evaluated in terms of the O. R. Tambo District Municipality's procurement policy. The Employer reserves the right to contact references and make enquiries to determine the tenderer's competence, reliability, experience, reputation, and capability to perform the contract.
C.3.11.1	Add the following new paragraph directly under Clause C.3.11.1. The Evaluation of tender offers will be undertaken as follows: Replace the contents of the entire sub-clause with the following: The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 70 points for quality (functionality), which will be explained in Stage 2 below. Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid. Stage 1: Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. Tender offers will be screened to identify schedules and requested documents that are incomplete or have not been submitted. In particular, the following documentation must be completed and/or included within the bid. • The form of Offer and Acceptance • Audited financial statements for any tender price over R10million • Certified company registration documents and ID of members • Form C: Compulsory Enterprise Questionnaire • Form D: Certificate of Authority for Signature

Clause	Wording / Data								
	- Form E: Amendments, Qualifications and Alternatives - Form H: Certificate of Good Standing - Form I: Relevant company experience - Form J: Details of key staff and CVs - Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 - All information supporting the above forms - Addenda issued during the bid period, if any. - The pricing schedule Tender offers will be tested for compliance with all the requirements of the as-amended Standard Conditions of Tender including the following: - Eligibility (C.2.1) - Pricing the tender offer (C.2.10.3) - Alterations to documents (C.2.11) - Alternative tenders offer (C.2.12) - Submitting a tender offer (C.2.13) - MBD4 – Bidders' Disclosure. Tender offers will be declared non-responsive should they fail to comply with any one of the requirements of 1) above. Failure to supply the required and requested information will render the Bid Non-responsive, and the Bid will be disqualified. Stage 2: Minimum Conditions of Tender / Functionality The next state in the evaluation process will consist of evaluating Functionality scores, as follows: FUNCTIONALITY EVALUATION <table border="1"> <thead> <tr> <th data-bbox="277 1375 1331 1447">ITEM</th><th data-bbox="1331 1375 1524 1447">WEIGHT</th></tr> </thead> <tbody> <tr> <td data-bbox="277 1447 1331 1518">Minimum Conditions of Tender / Functionality (see detailed criteria below)</td><td data-bbox="1331 1447 1524 1518">100</td></tr> <tr> <td data-bbox="277 1518 1331 1592"> - Experience with respect to similar projects </td><td data-bbox="1331 1518 1524 1592">50</td></tr> <tr> <td data-bbox="277 1592 1331 1666"> - Qualifications and Experience of key staff assigned to the contract </td><td data-bbox="1331 1592 1524 1666">50</td></tr> </tbody> </table> Only bidders who score 70 points or more on stage 2 will be evaluated further and therefore eligible for award. The maximum score for functionality shall be 100, distributed as follows:	ITEM	WEIGHT	Minimum Conditions of Tender / Functionality (see detailed criteria below)	100	Experience with respect to similar projects	50	Qualifications and Experience of key staff assigned to the contract	50
ITEM	WEIGHT								
Minimum Conditions of Tender / Functionality (see detailed criteria below)	100								
Experience with respect to similar projects	50								
Qualifications and Experience of key staff assigned to the contract	50								

Clause	Wording / Data	
	MINIMUM CONDITIONS OF TENDER	
	Minimum conditions of tender / Functionality	Maximum tender evaluation points provided
	B1.1 Experience of Tendering Company or Entity	50
	Tenderers will be allocated a functionality score in accordance with the criteria below to rate their experience in work of a similar nature. In order to receive a score, the tender offer must provide the all information required in the table given in RETURNABLE SCHEDULE B3-1: TENDERERS EXPERIENCE and include all the documentary evidence in a separate lever-arch file. “Experience of tendering company or entity” means the number of reinforced concrete circular reservoirs successfully completed by the tendering company or one of the tendering entity JV Partners within the last 10 years which are of at least 1Ml in capacity. Required documentary evidence: • Proof of Company involvement and number and size of reservoir/s included in the Scope of Work: pdf copy of BoQ Summary page from Agreement Document or Payment Certificate BoQ Summary Page. • Proof of Successful Completion and Date of Completion: Attach scan of signed Completion Certificate or Practical Completion Certificate NOTE: One Contract may include more than 1 reservoir that meets the criteria	
	The Contractor has NOT provided documentary evidence of successfully completing at least Three (3) reservoirs that satisfies the above criteria	00
	The Contractor has provided documentary evidence of successfully completing at least Three (3) reservoirs that satisfies the above criteria	30
	The Contractor has provided documentary evidence of successfully completing at least Four (4) reservoirs that satisfies the above criteria	40
	The Contractor has provided documentary evidence of successfully completing at least Five (5) reservoirs that satisfies the above criteria	50
	B1.2 Experience of key personnel	50
	Tenderers will be allocated a functionality score to rate the Qualifications of the key personnel in accordance with the criteria below. Construction Manager (Site Agent) (Permanently on Site) = Minimum National Diploma in Civil Engineering NQF level 6 Foreman (Permanently on Site) = Minimum National N Diploma in Civil Engineering, or Grade 12 with Concrete Reservoir Experience,	

Clause	Wording / Data																												
	“relevant years of experience” means the number of accumulative years that proposed Site Agent / Concrete Foreman has carried-out the same full time role on civil construction contracts involving water infrastructure (in the case of the Site Agent) or involving reinforced concrete structures (in the case of the Concrete Foreman). In order to receive a Functionality Score for key personnel, the tender offer must provide CVs which include information required AND fill-in the in relevant tables in RETURNABLE SCHEDULE B4: EXPERIENCE OF KEY PERSONNEL. The CVs are to be included in a separate lever-arch file.																												
	<table> <tr> <th rowspan="2">Key Personnel Role</th><th colspan="2">Relevant Accumulative Years of Experience in Role</th><th rowspan="2">Maximum points available</th></tr> <tr> <th>Years</th><th>Points</th></tr> <tr> <td rowspan="3">Construction Manager (Site Agent)</td><td>More than 10</td><td>25</td><td rowspan="3">25</td></tr> <tr> <td>5 to 10</td><td>15</td></tr> <tr> <td>Less than 5</td><td>0</td></tr> <tr> <td rowspan="3">Concrete Foreman Experience in reinforced concrete structures</td><td>More than 10</td><td>25</td><td rowspan="3">25</td></tr> <tr> <td>5 to 10</td><td>15</td></tr> <tr> <td>Less than 5</td><td>0</td></tr> <tr> <td colspan="3">MAX TOTAL POINTS:</td><td>50</td></tr> </table>			Key Personnel Role	Relevant Accumulative Years of Experience in Role		Maximum points available	Years	Points	Construction Manager (Site Agent)	More than 10	25	25	5 to 10	15	Less than 5	0	Concrete Foreman Experience in reinforced concrete structures	More than 10	25	25	5 to 10	15	Less than 5	0	MAX TOTAL POINTS:			50
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	Less than 5	0																											
MAX TOTAL POINTS:			50																										
	STAGE 3: EVALUATION FOR PRICE AND SPECIFIC GOALS (80/20) The procedure for Stage 3 of evaluation is as follows: PRICE: 80 SPECIFIC GOALS: 20 a) Points Awarded for Price (Ps) 80/20 preference point system for acquisition of goods or services with a Rand value of up to R50 000 000 (all applicable taxes included). Scoring of Price: 1. Review financial offer and correct discrepancies between totals and calculations / summations in accordance with the Tender Data (C.3.9). 2. Reduce all tender offers to a common base i.e. comparative offer. 3. Confirm the tenderers are eligible for the specific goals claimed. 4. Score Tender Offer for Specific Goals. 5. Score Tender Offer for Price. A maximum of 80 points is allocated for price on the following basis, Total Points and rank Tender Offers.																												

Clause	Wording / Data										
	b) Points awarded for specific goals In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in a table below as may be supported by proof/ documentation included with: Scoring of Specific Goals: In accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, the points allocation for Specific Goals are as follows: <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points Allocated on 80/20 system</th></tr> <tr> <td>51% Black-owned enterprises</td><td>05</td></tr> <tr> <td>100% Women-owned enterprises</td><td>05</td></tr> <tr> <td>100% Youth-owned enterprises</td><td>05</td></tr> <tr> <td>Where the enterprise head office or primary place of business is located within O. R. Tambo District.</td><td>05</td></tr> </table> Points will be awarded to tenderers who are eligible for preference Specific Goals. The terms and conditions of the Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract. Tenderers must submit certified copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points. The total calculated points will be rounded to the second decimal place. Note that the objective Criteria as per the SCM Policy Paragraph 91 will be applied: 91. Objective criteria on the evaluation and award of bids 91.1 As way of achieving fair distribution of municipal resources on capital infrastructure projects, a bidder will not be awarded the same commodity of work more than once within a period of six (6) months. 91.2 If the highest scoring bidder has been previously awarded for the same commodity tender within six (6) months, then the next highest scoring bidder will be considered for recommendation and award.	The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system	51% Black-owned enterprises	05	100% Women-owned enterprises	05	100% Youth-owned enterprises	05	Where the enterprise head office or primary place of business is located within O. R. Tambo District.	05
The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system										
51% Black-owned enterprises	05										
100% Women-owned enterprises	05										
100% Youth-owned enterprises	05										
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	05										

Clause	Wording / Data
	91.3 If the highest scoring bidder has been previously recommended for award in the same sitting for a tender of the same commodity, the next highest scoring bidder will be considered for recommendation and award. 91.4 Where the bid price offer is ten percent (10%) below the engineer's estimate, that bid will be rejected as it will pose a risk to the municipality of non-completion of the project to be implemented thus leading to underspending, severe impact on service delivery and delays in completion of projects within projected time period. 91.5 Further in line with CIDB practice note 5, paragraph 3.4 (3), the municipality will judge the reasonableness of financial offers and reject all tender offers with unrealistic financial offers. Having made the final selection: 1. An intention to Award will be issued and published on the O. R. Tambo District Municipality's website, which is www.ortambodm.gov.za. 2. If no objection is received within fourteen days of the intention to award being issued, the successful Tenderer will be notified of O. R. Tambo District Municipality's acceptance of his/her bid.
C.3.11.3	Risk Analysis Add the following new sub-clause: Notwithstanding compliance with regards to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following: a) reasonableness of the financial offer; b) reasonableness of unit rates and prices. No tenderer will be recommended for award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.
C.3.12	Replace the contents of Clause 3.12 with the following: Full insurances to be provided by the Contractor. The Contractor must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.
C3.13	In addition to the requirements of Clause C3.13, a tender will only be accepted if: a) The Tenderer's tax matters are in order with the South African Revenue Services. b) The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation (CRS Number or print out to be provided). c) The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) The Tenderer is registered in the Department of National Treasury - Central Supplier Database (CSD Number to be provided). e) The Tenderer has not: i) abused the Employer's Supply Chain Management System or

Clause	Wording / Data
	ii) failed to perform on any previous contract and has been given a written notice to this effect. f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract; In the case of Joint Ventures all members of the JV are to complete the Compulsory Enterprise Questionnaire. g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h) Attended a compulsory briefing session and site inspection. Signing the briefing and site inspection attendance register is mandatory. i) The Form of Offer and Acceptance is correctly completed and signed.
C.3.16	An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the Employer, register and publish the award on the CIDB Register of Projects.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
C.3.18	All requests shall be in writing.
C.3.19	Add the following new clause below Clause C.3.18: "Jurisdiction" unless stated otherwise in the tender data, each Tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
C.3.20	Add the following new clause below Clause C.3.18: The successful tenderer will be encouraged to include as much of the Direct Participation required minimum 30% spend by subcontracting to local EMEs or QSEs from the immediate area of the Site. The details of any EMEs / QSEs need not to be submitted with the tender but will be required of the preferred bidder prior to the signing of the Contract.

T2: Returnable Documents

Number	Heading	Pages
T2.1	Schedule Of Returnable Documents	24
T2.2	Returnable Documents	25

T2.1 SCHEDULE OF RETURNABLE DOCUMENTS

T2.1.1. General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2. Returnable Schedules, Forms and Certificates

SCHEDULE	DESCRIPTION	PAGE
	Company Specific	
A1	Authority To Sign Documents	27
A2	Certificate Of Attendance At Clarification Meeting / Site Inspection	28
A3	Certificate Of Authority For Joint Ventures	29
A4	Joint Venture Agreement	30
A5	Compulsory Enterprise Questionnaire	31
	Municipal Bid Documents (MBD)	
MBD 1	Schedule D: Municipal Bid Document	21
MBD 4	Declaration of Interest	26
MBD 6.1	Preference points Claim Form	28
MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	
MBD 9	Certificate of Independent Bid Determination	
	Technical and Evaluation	
B1	Proposed Organisation and Organogram	29
B2	Schedule of Proposed Subcontractors	30
B3	Tenderers Expertise and Experience	31
B4	Experience of Key Personnel	32
B5	Preliminary Quality Assurance Plan	33
B6	Health and Safety Plan	34
B7	Preliminary Program	35
B8	Schedule of Estimated Monthly Expenditure	36
	Contractual	
B9	Amendments / Alternative and Qualifications by Tenderer	39
B10	Record of Addenda to Tender Document	40
C1.1	Form of Offer and Acceptance	41
C1.2	Contract Data	47
C1.3	Performance Guarantee	65
C1.4	Adjudication	68
C1.5	Occupational Health and Safety Agreement	69
	Pricing Data	
C2.1	Pricing Instructions	71
C2.2	Bill of Quantities	72

T2.2 RETURNABLE DOCUMENTS

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / FORMS IN BLACK INK

A GENERAL INFORMATION OF TENDERER

1. Name of Tenderer:

2. Contact details

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. Legal entity: Mark with an X.

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

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

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

(in case of a joint venture, provide for all joint venture members)

5. Municipal services area where the enterprise is registered:

(in case of a joint venture, provide for all joint venture members)

6. Company / close corporation Registration Number:

(in case of a joint venture, provide for all joint venture members)

7. VAT Registration number:

(in case of a joint venture, provide for all joint venture members)

8. CIDB registration number:

(in case of a joint venture, provide for all joint venture members)

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

(*Delete whichever is inapplicable)

Indicate the status of the tenderer by ticking the appropriate box hereunder :

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

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

A2. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

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

I/We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender. I/We have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

E-mail

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

Name Signature

Capacity Date & Time

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

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

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

Note:

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

A4. JOINT VENTURE AGREEMENT

The Tenderer, if a Joint Venture, must attach the Joint Venture Agreement here as per the requirements of Clause C 2.1.4.5 of the Tender Data.

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

A5. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise _____

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: The attached MBD1 must be completed for each Tendering Entity and be attached as a tender requirement

Section 7: The attached MBD4 must be completed for each Tendering Entity and be attached as a tender requirement

Section 8: The attached MBD6.1 must be completed for each Tendering Entity and be attached as a tender requirement

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

- i) authorises the Employer to obtain a tax Clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

--

ENTERPRISE NAME

--

DATE

--

NAME

--

POSITION

--

SIGNATURE

SCHEDULE D: MUNICIPAL BIDDING DOCUMENTS (MBDs)

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY					
BID NUMBER:	ORTDM J 13-26/27	CLOSING DATE:	18 SEPTEMBER 2026	CLOSING TIME:	12.00PM
DESCRIPTION:	COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND 2ML NGUNGULULU RESERVOIRS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
<i>TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>					
<i>NELSON MANDELA DRIVE</i>					
<i>MYEZO PARK , MTHATHA</i>					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
STATEMENT OF RATES AND TAXES OF THE BIDDER	☐ Yes ☐ No		STATEMENT OF RATES AND TAXES OF THE COMPANY	☐ Yes ☐ No	
[STATEMENT OF RATES AND TAXES OF THE BIDDER AND OF THE COMPANY/ LEASE AGREEMENT FOR LEASED PROPERTY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM DEPARTMENT		CONTACT PERSON	Mr. N.Noto	
CONTACT PERSON	MR. SAKHIWO HOPA		TELEPHONE NUMBER	047 501 6400	
TELEPHONE NUMBER	047 501 6400		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	sakhiwoh@ortambodm.gov.za		E-MAIL ADDRESS	nkosiyabon@ortambodm.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state?..... **YES / NO**
 - 3.8.1 If yes, furnish particulars.....
.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars

.....

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

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?..... YES / NO

3.14.1 If yes, furnish particulars

.....

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

Full name	Identity number	State employee number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid 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.

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

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating

contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals allocated points in terms of this tender	Number of points Allocated on 80/20 system	Number of points claimed by Tenderer (To be completed by the Tenderer)
51% Black-owned enterprises	05	
100% Women-owned enterprises	05	
100% Youth-owned enterprises	05	
Where the enterprise head office or primary place of business is located within O. R. Tambo District.	05	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4 Company registration
number:.....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

The following documents shall be submitted to prove compliance with the above Specific Goals where claimed:

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.
- Proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

[illegible]

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

PROJECT NO.: _____
COMPLETION OF NQADU 3.5 ML, 2 ML SOYINI AND 2 ML GUNGULULU RESERVOIR

in response to the invitation for the bid made by:

O. R. TAMBO DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

B1. PROPOSED ORGANISATION AND STAFFING

The tender offer shall include an organogram showing the team of key personnel the Tenderer proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The name, roles and responsibilities of each person must be clearly set out, and corresponding job descriptions must be provided as an addendum to the organogram.

In the case of a Joint Venture or where major sub-contractors are made use of, the organogram must show how respective responsibilities are to be allocated.

As a minimum, the organogram must show how respective responsibilities are to be allocated. **As a minimum, the organogram must include for the personnel detailed in Returnable Schedule B4: Experience of Key Personnel.**

The Tenderer shall include the requisite organogram in the Supporting Documentation file.

In addition to the detail request above, ***the names of the following shall be entered below*** (the CVs for these names will be used to score Functionality):

Construction Manager (Site Agent)	
Construction Supervisor (Main Concrete Foreman)	

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

B2. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/e-mail/Details of Organisation/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file.

Number of additional sheets submitted by the Tenderer to this Schedule(If nil, enter NIL)

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B3 TENDERERS EXPERIENCE

The evaluation of the Tenderer's relevant Construction Experience shall be based on the criteria for Functionality Scoring set out in Tender Data.

“Experience of tendering company or entity” means the number of **reinforced concrete circular reservoirs** successfully completed by the tendering company or one of the tendering entity JV Partners **within the last 10 years** which are of **at least 1MI in capacity**.

The table below shall be completed in full to assist with the Employer's functionality scoring.

Supporting File Reference	Contract No. & Title	Employer	Date Completed	Number & Storage Capacity of Reinf Conc Reservoirs completed (eg “1 x 2MI”)	Number of qualifying reservoirs claimed for points
B3.1					
B3.2					
B3.3					
B3.4					
B3.5					

Required documentary evidence:

- **Proof of Company involvement and number and size of reservoir/s included in the Scope of Work:** pdf copy of BoQ Summary page from Agreement Document or Payment Certificate BoQ Summary Page.
- **Proof of Successful Completion and Date of Completion:** Attach scan of signed Completion Certificate (or Practical Completion Certificate)

The Tenderer shall include the requisite documentary evidence in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B4 EXPERIENCE OF KEY PERSONNEL

The Functionality point scoring of Key Personnel's relevant Roles and Construction Experience shall be based on the scoring criteria set out in Tender Data.

“relevant years of experience” means the number of accumulative years that proposed Site Agent / Concrete Foreman has carried-out the same full time role on civil construction contracts involving water infrastructure (in the case of the Site Agent) or involving reinforced concrete structures (in the case of the Concrete Foreman).

CONSTRUCTION MANAGER / SITE AGENT ROLE:					
Name:					
Employed by	Project Name	Water Infrastructure SoW	Period		
			From	To	Months

CONCRETE FOREMAN ROLE:					
Name:					
Employed by	Project Name	Reinforced Concrete SoW	Period		
			From	To	Months

Curriculum Vitae (CV), up to a maximum of five (5) pages must be submitted for each of the above key personnel. The CVs must reflect the above summarised information. The Tenderer shall include the requisite CVs in the Supporting Documentation file (using reference B4.1 for Construction Manager and B4.2 for Concrete Foreman).

Declaration: I confirm that, if awarded this Contract and it turns out that the proposed Site Agent and / or Concrete Foreman is / are not available, alternate key staff of **equal** or **better experience** will be made available to undertake this Contract.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B5 PRELIMINARY QUALITY ASSURANCE PLAN

The Tenderer must submit a Preliminary Quality Assurance Plan showing how the Tenderer will comply with Sub-Clause 4.9 in C1.2: Contract Data.

The Preliminary Quality Assurance Plan must outline 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. Particular attention in the plan must be given to the following:

- a) The preparation and internal approval process for the Contractors Documents in terms of Clause 5 of the General Conditions of Contract.
- b) The proposed internal quality management procedures pertaining to the Works and including aspects such as:
 - Control and tracking of the Contractor's Documents
 - Testing procedures

The plan must include a technical description of systems and equipment offered, highlighting the main features, benefits and innovations thereof, and showing how these can meet the Employer's objectives and the specified services requirements. This must be supplemented by technical literature such as brochures, drawings, for the various items of plant and equipment offered.

This plan must address the Tenderer's plans for completing the Works within the specified Time for Completion, paying particular attention to:

- a) Interfacing with (i) the Tenderer's own sub-contractors or Joint Ventures and (ii) the Mechanical and Electrical Contractor; and
- b) The sequencing of the Works in terms of the requirements of C3: Scope of Work.

The Tenderer must include the required Quality Assurance Plan and supporting information in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B6 HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard, the Tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety specification for the Employer is attached. The Tenderer's Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan
- 2) Contractor's induction training program for employees, sub-contractors and visitors to the Site
- 3) Health and safety precautions and Procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications
- 4) Regular monitoring Procedures to be performed
- 5) Regular liaison, consultation and review meetings with all parties
- 6) Site security, welfare facilities and first aid
- 7) Site rules and fire and emergency Procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B7 PRELIMINARY PROGRAM

The Tenderer shall provide a preliminary program in Gantt Chart format showing how the requirements of C1.2: Contract Data and Part C3: Scope of Work will be met; and outlining the key activities and milestones for the Works and the sequencing thereof.

The program must be based on the tendered Time for Completion and take cognisance of the programming limitations given in the Project Specifications.

The preliminary program must be included in the Supporting Documentation file.

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

B8 SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary program and tendered rates, in the table below.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
21	R
22	R
TOTAL	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B9 AMENDMENTS / ALTERNATIVES AND QUALIFICATIONS BY TENDERER

The Tender should not make any departures from the provisions of this contract as per Clause F2.12 in Tender Data.

(The schedules below are 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.)

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT
	NO AMENDMENTS ALLOWED

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable.*
- (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

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE
	NO ALTERNATIVES ALLOWED

- (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, program, 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.*

(c) QUALIFICATIONS

ITEM ON WHICH QUALIFICATION IS MADE	DESCRIPTION OF QUALIFICATION
	NO QUALIFICATIONS ALLOWED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

If there is insufficient space above, the Tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B10 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, to be submitted in accordance with the Tender Data.

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

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

C1: Agreements and Contract Data

Number	Heading	Pages
C1.1	Form of Offer and Acceptance	41
C1.2	Contract Data	46
C1.3Error! Reference source not found.	Performance Guarantee	65
C1.4	Adjudication	87
C1.5	Occupational Health and Safety Agreement	88

C1.1. Form of Offer and Acceptance

Offer

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

CONTRACT No ORTDM SCMU 13-26/27 – COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND 2ML NGUNGULULU RESERVOIRS.

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 Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

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

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

.....
.....
.....RAND (in words) R(in figures)

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

SIGNED ON BEHALF OF/BY THE TENDERER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

NAME AND ADDRESS OF TENDERER:

.....

SIGNED BY WITNESS:

--

NAME

--

SIGNATURE

--

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information
- Part C5: Tender Drawings

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

The tenderer shall within two weeks of signing this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's implementing 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. 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 of signature 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

Municipal Manager

CAPACITY

DATE

Name and Address of Organisation:

O. R. Tambo District Municipality
Magwa House
Nelson Mandela Drive, 5100

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

1. Subject

Details

.....

.....

.....

2. Subject

Details

.....

.....

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3. Subject

Details

.....

.....

.....

4. Subject

Details

.....

.....

.....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the 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.

Schedule of Deviations (continued)

SIGNED ON BEHALF OF/BY THE TENDERER (*only on award of Contract*):

NAME	SIGNATURE
CAPACITY	DATE

SIGNED BY WITNESS (*only on award of Contract*):

NAME	SIGNATURE	DATE
-----------------------------	----------------------------------	-----------------------------

SIGNED ON BEHALF OF/BY OR TAMBO DISTRICT MUNICIPALITY:

NAME	SIGNATURE
Municipal Manager CAPACITY	DATE

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE
-----------------------------	----------------------------------	-----------------------------

CONFIRMATION OF RECEIPT

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

the(day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR (*only on award of Contract*):

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS (*only on award of Contract*):

NAME

SIGNATURE

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

1. GENERAL

1.1 Definitions

1.1.1 The Contract

*Add the following to **Sub-Clause 1.1.1.5**:*

“The date the Agreement is deemed to come into effect is the date the Contractor receives a valid Purchase Order from the Employer **or** the date the Contractor receives a signed copy of the Contract Document containing the Form of Offer and Acceptance and Schedule of Deviations; whichever comes first.”

*Add the following to **Sub-Clause 1.1.1.7**:*

“and signed by both parties.”

*Add the following to **Sub-Clause 1.1.1.13**:*

“The Defects Liability Period is 12 (twelve) months, measured from the date of the Certificate of Completion.”

*Replace **Sub-Clause 1.1.1.14** with the following:*

“Due Completion Date” means the date of expiry of the **Time for Completion** stated in the Contract Data or as tendered in the Form of Offer for achieving Practical Completion

of the Works (whichever is the lessor), calculated from the date of **Site Handover and Instruction to Commence with the Works** and as adjusted by such extensions of time or acceleration as may be allowed in terms of the Contract”

*Add the following to **Sub-Clause 1.1.1.15**:*

“The name of the Employer is OR Tambo District Municipality represented by such person or persons duly authorised thereto by OR Tambo District Municipality in writing and the legal successors in title to this person.”

*Add the following to **Sub-Clause 1.1.1.16**:*

“The name of the Employer’s Agent is GIBB (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.”

*Delete the contents of **Sub-Clause 1.1.1.28** and replace with the following:*

- 1.1.1.28 Scope of Work** means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out.”

*Add new **Sub-Clauses 1.1.1.35, 1.1.1.36 and 1.1.1.37***

- 1.1.1.35 “Drawings** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.”
- 1.1.1.36 “Parties”** means the Contractor and the Employer.
- 1.1.1.37 “approved program”** means the latest program submitted by the Contractor and approved by the Employer’s Agent. The latest program agreed and approved by the Employer’s Agent supersedes previous approved programs.

1.1 Interpretations

*Delete the contents of **Sub-Clause 1.2** and replace with the following:*

- 1.2.1** Any written communication between the parties shall have been duly delivered or notices issued if:
- 1.2.1.1** Handed to the addressee or to his duly authorised agent; or
- 1.2.1.2** Delivered at the address of the addressee as stated in the Contract Data.

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

The address of the Employer is: *Postal:* Private Bag x 6043, Mthatha 5100.

Physical: O.R. Tambo House, Nelson Mandela Drive, Mthatha 5100.

Tel: [047] 501 6400 Fax: [047] 532 4166

The Employer’s Agent address for receipt of communications and notices is:
GIBB (Pty) Ltd
36 Stanford Terrace
Mthatha, 5100

Telephone: (047) 532 6573
Facsimile: (047) 531 4403
E-mail: dshaw@gibb.co.za

- 1.2.1.3** Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made

Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.

*Add new **Sub-Clause 1.2.6***

- 1.2.6** Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

1.3 General Provisions

1.3.2 Governing Law

*Add the following to the end of **Sub-Clause 1.3.2**:*
"The governing law is the law of South Africa."

1.3.5 Contractors Copyright

*Add the following to the end of **Sub-Clause 1.3.5**:*

"No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and Processes contained in the documents and drawings.

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Sub-Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential."

*Add new **Sub-Clause 1.4***

1.4 Non Variation Clause

1.4.1 Non Variation Clause

This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

2. BASIS OF THE CONTRACT

2.4 Ambiguity or discrepancy

*Add the following to the end of **Sub-Clause 2.4.2**:*

“as read with Clause 6.3”

2.5 Assignment

*Add the following to the end of **Sub-Clause 2.5.1**:*

“Such assignment or cession shall be null and void without the other parties consent.”

3. EMPLOYER'S AGENT

3.1 Qualifications of the Employer's Agent

*Delete the contents of **Sub-Clause 1.2** and replace with the following:*

“The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.”

3.2.1 Functions of the Employer's Agent

*Delete the contents of **Sub-Clause 3.2.1** and replace with the following:*

“The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract.”

3.2.3 Specific approval of the Employer's required

*Add the following to the end of **Clause 3.1.3**:*

“The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:

1. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.
3. Suspend the progress of the works in terms of Clause 5.11.2.
4. The approval of any extension of time for completion in terms of Clause 5.12.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. The issuing of a variation order in terms of Clause 6.3.2.
7. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
8. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
9. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.2 Employer's Agent instructions

*Add new **Sub-Clause 4.2.3**:*

- 4.2.3** Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.

4.3 Legal Provisions

4.3.1 Compliance with applicable laws

*Add the following to the end of **Sub-Clause 4.3.1**:*

“For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.

Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 August 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).

Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.

The Contractor shall submit an approved Health and Safety Plan to the Engineer within 28 days of the Commencement Date.”

*Add the following new **Sub-Clauses 4.3.3 and 4.3.4**:*

4.3.3 Contractor's Liability as Mandatory

The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.

a) The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- i) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act;
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any

of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;

- iv) The Contractor agrees that any duly authorised official 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or, to inspect any appropriate records or Safety Plans held by the Contractor;
- v) The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;
- vi) The Contractor shall furthermore, in compliance with the Construction Regulations of 2014 (Notice No. 37305, dated 07 February 2014) to the Act:
 - i) Acquaint himself with the requirements of the Employer's Health & Safety Specification as laid down in Regulation 4(1)(a) of the Construction Regulation of 2014, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in Regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor's Health and Safety Plan and Risk Assessment shall be submitted to the Employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of Works;
 - ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations of 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time as the Employer or his agent are satisfied that the issues in which the Contractor has been in default have been rectified.

4.3.4 Contractor's Designer

"The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract."

4.4 Subcontracting

4.4.5 Contractor's liability unaffected by selection of subcontractors

*Delete the contents of **Sub-Clause 4.4.5** and replace with the following:*

"Any consent granted in accordance with Clause 4.4 or appointment of a sub-contractor in accordance with Clause 4.4.3 shall not imply a contract between the Employer and

the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.

The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."

4.5 Notices and Fees

4.5.4 Contractor to be compensated

*Delete the contents of **Sub-Clause 4.5.4** and replace with the following:*

"For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of Sub-Clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities."

4.12 Contractor's Superintendence

4.12.2 Construction Manager

*Add the following to the end of **Sub-Clause 4.12.2**:*

The Contractor's Construction Manager and senior foremen shall be on site at all times when work is being performed. No work may be performed without these persons being on site.

5. TIME AND RELATED MATTERS

5.3 Commencement of Works

5.3.1 Commencement of Works

*Add the following to the end of **Sub-Clause 5.3.1**:*

"The documentation to be submitted to and approved by the Employer's Agent before Site handover and before the instruction to commence with the Works is issued are:

- An approved Health and Safety Plan with all the required approved supporting documentation (refer to Clause 4.3)
- An approved Initial program (refer to Clause 5.6)
- An approved original Surety, issued by a registered Financial Services Provider, delivered into the hands of the Employer (refer to Clause 6.2)
- Proof of the required insurances in place and premiums paid (refer to Clause 8.6)
- The names, qualifications and experience of Key Staff

The Site Handover and Instruction to Commence with the Works will only be granted once the Construction Permit has been obtained and the Contractor has been introduced to the local community leadership (this is arranged by the Employer in parallel with the above permit approval process) and the local leadership is satisfied that negotiations with local SMMEs has advanced sufficiently for them to agree to allowing the Works to commence.”

5.3.2 Unacceptable documentation

*Add the following to the end of **Sub-Clause 5.3.2**:*

“The time limit to submit the required documentation is 28 days from the Contract Commencement Date.”

*Add the following to the end of **Sub-Clause 5.3.3**:*

“However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.”

5.4 Access to the Site

*Add the following new **Sub-Clause 5.4.4**:*

- 5.4.4** “The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works.”

5.5 Time for Practical Completion

*Add the following to the end of **Sub-Clause 5.5.1**:*

“The Works shall be completed within 52 working weeks (12 months).”

5.6 Program

5.6.1 Program of Works

*Add the following to the end of **Clause 5.6.1**:*

“The Contractor shall deliver his/her initial program of work within 14 days of receipt of a set of drawings issued by the Engineer for construction.”

5.6.2 Contents of the program

*Add new **Sub-Clauses 5.6.2.8 and 5.6.2.9**:*

- 5.6.2.8** Health and safety requirements.
- 5.6.2.9** The links between all predecessors and successors for activities.

5.6.4 Review and adjustment of the program

*Delete the contents of **Sub-Clause 5.6.4** and replace with the following:*

“The program, method statements and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver to the Employer's Agent an adjusted program reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), every month, and in addition;

5.6.4.1 when instructed by the Employer's Agent,

5.6.4.2 when it no longer reflects the actual progress,

5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or

5.6.4.4 with each extension of time claim.”

5.7 Progress of the Works

5.7.3 Acceleration

*Delete the last sentence of the **Clause 5.7.3** and replace with the following:*

“If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties prior to the Contractor commencing to accelerate progress.”

5.8 Non-working times

5.8.1 Non-working times

*Delete the words “sunset and sunrise” from **Clause 5.8.1** and replace with “17:00 to 07:00”.*

*Add the following to the end of **Clause 5.8.1**:*

“Normal non-working days shall be Saturdays and Sundays.

The Contractor will be allowed to work on Saturdays if he so chooses, but Saturdays will not be taken into account when calculating working days or any extension of time granted.

The special non-working days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break that commences on the first working day after 16 December. Work resumes on the first working day after 5 January of the next year.”

5.9 Instructions

*Delete the contents of **Sub-Clause 5.9.3** and replace with the following:*

5.9.3 “The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.”

5.12 Extension of time for Practical Completion

*Add the following to the end of **Clause 5.12.2.2**:*

Extension of time resulting from abnormal weather shall be calculated as per the provisions of Part C3.5: Management.

*Add new **Sub-Clause 5.12.2.5 and 5.12.2.6**:*

5.12.2.5 “Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.

5.12.2.6 Additional Statutory Holidays

Any additional statutory holidays proclaimed after the closing date of Tenders over and above the statutory holidays which existed at the time of tendering.”

5.12.3 Relevant adjustments to General Items

*Delete the contents of **Clause 5.12.3** and replace with the following:*

“If an extension of time is granted, other than an extension resulting from abnormal climatic conditions in terms of Clause 5.12.2.2 as amended, the Contractor shall be paid such additional time-related General Items as are appropriate, having regard to any other compensation which may already have been granted in respect of the circumstances concerned.

In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor's provisional and general items.”

5.12.4 Acceleration instead of extension of time

*Delete the contents of **Clause 5.12.4** and replace with the following:*

“Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.”

*Add new **Sub-Clause 5.12.5**:*

5.12.5 “Critical Path Provision

A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that the critical path of the approved program for the execution of the Works by the Contractor has been delayed by the claimed circumstances and that the latter was outside the Contractor's control.

Delays on normal working days only, based on a working week of five normal working days, will be taken in account for the extension of time.”

5.13 Penalty for Delay

*Delete the contents of **Sub-Clause 5.13** and replace with the following:*

- 5.13.1** If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty/ies for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be: **0.01% of the Contract Value (excluding VAT) per day.**"
- 5.13.2** If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:
- 1 Certified as complete in terms of a Certificate of Practical Completion; or
 - 2 Occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);
- then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.
- 5.13.3** The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
- 5.13.4** All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.
- 5.13.5** The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer or of the Employer to act in terms of Clause 5.14.5: Consequences of Completion."

5.14 Completion

*Delete the contents of **Sub-Clause 5.14.1** and replace with the following:*

- 5.14.1** "Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion. The **requirement for achieving Practical Completion** is that all components of the Works can each be used for its intended purpose within the limits of the Scope of Work.

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works:

- Has reached Practical Completion, issue a Certificate of Practical Completion to the Contractor and to the Employer; or
- Has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion. Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within

the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

*Delete the contents of **Sub-Clause 5.14.2** and replace with the following:*

- 5.14.2** “As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.”

5.16 Approval

5.16.3 Latent defect liability

*Add the following to the end of **Sub-Clause 5.16.3**:*

“The latent defect liability is 10 years.”

6. PAYMENT AND RELATED MATTERS

6.2 Security

6.2.1 Delivery of Security

*Add the following to the end of **Sub-Clause 6.2.1**:*

“The security to be provided by the Contractor shall be:

A performance guarantee of ten per cent (10%) of the Contract Sum (worded exactly as per the pro forma included in C1.5).

The performance guarantee shall be from an approved South African Insurance Company or Bank who is a Registered Financial Services Provider and who is to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee.

A Performance Guarantee or Surety from a company registered only with the National Credit Regulator will not be accepted.

Retention of 10% of the Certified Amount Payable in lieu of a valid Surety will not be accepted.”

6.2.3 Validity of the performance guarantee

*Delete the contents of **Sub-Clause 6.2.3** and replace with the following:*

“The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion and shall submit proof of renewal to the Employer's Agent.”

6.5 Dayworks

6.5.1 Basis of payment for Dayworks

*Add the following to the end of **Sub-Clause 6.5.1.2.1**:*

"Gross remuneration" referred to in **Sub-Clause 6.5.1.2.1** shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc."

*Add the following to the end of **Sub-Clause 6.5.1.2.2**:*

"Net cost of materials" referred to in Sub-Clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect."

*Add the following to the end of **Sub-Clause 6.5.1.2.3**:*

The percentage allowances to cover overhead charges for Daywork are as follows:

- 80% of the gross remuneration of workmen and foremen actually engaged in the daywork;
- 20% on the net cost of materials actually used in the completed work.

6.8 Adjustment in rates and/or prices

6.8.2 Application of Contract Price Adjustment Factor

*Add the following to the end of **Sub-Clause 6.8.2**:*

"The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015) with the following coefficients / indices / references:

- 1)

x	= 0.15
a (labour)	= 0.15
b (equipment)	= 0.20
c (materials)	= 0.55
d (fuel)	= 0.10
- 2) The relevant geographical area is "Eastern Cape".
- 3) The base month will be the month prior to the month in which tenders close.

The Contract Price Adjustment Schedule in GCC 2015 (page 86) is to be amended. Delete and replace the corresponding paragraph(s) with the following:

- "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as stated in the Contract Data and as published in the Statistical News Release P0141, Table 7 All areas of Statistics South Africa.
- "P" is the "Plant Index" and shall be the "Producer Price Index" for "Civil Engineering Plant" as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.
- "M" is the "Materials Index" and shall be the "Consumer Price Index" for "Building and Construction", for the industry as stated in the Contract Data, and as published in the Statistical News Release P0151, Table 3 of Statistics South Africa.
- "F" is the "Fuel Index" and shall be the "Producer Price Index" for "Diesel at Wholesale Level", for the area as stated in the Contract Data, as published in the Statistical News Release P0151, Table 1 of Statistics South Africa.

Special Materials

For those special materials allowed in Clause 6.8.3 below, the Contractor shall provide proof of costs at time of tender (and associated foreign exchange rates if applicable) and costs and exchange rates at time of purchase and provide calculations of Rand amount by which costs of said special materials exceed the general CPA calculation. The Engineer shall allow any such additional proven costs for payment over and above the general CPA.

6.8.3 Variation in Cost of Special Materials

*Add the following to the end of **Sub-Clause 6.8.3**:*

“No Special Materials are allowed.”

6.8.4 Subsequent changes in legislation

*In line 7 of **Sub-Clause 6.8.4** delete the words “between the Employer and the Contractor”.*

6.9 Vesting of Plant and materials

6.9.3 Identification of Plant and materials

*Add the following to the end of **Sub-Clause 6.9.3**:*

“Materials or equipment allowed by the Engineer to be temporarily stored off-site, on the premises of a manufacturer or supplier, must be stored in separate containers or compartments and must be properly and conspicuously marked and identified to the effect that the Employer is the sole owner of the materials or equipment.”

6.10 Payments

6.10.1 Interim Payments

*Add the following to the end of **Sub-Clause 6.10.1.5**:*

“The percentage advance on materials on site not yet built into the Permanent Works, referred to in Cause 6.9.1 is 80%. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise.”

6.10.3 Retention Money

In terms of the latest National Treasury directive regarding the holding of retention on state-funded Contracts, no Retention Monies Guarantee in lieu of retention monies deducted from interim Payment Certificates will be allowed.

The retention monies limit is 5% of the Contract Price (including VAT).

The percentage of retention that will deducted from each Payment Certificate is 10% until the limit of 5% of the Contract Price is reached.

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace the words “28 days” with “30 days”.

6.10.8 Contractor’s completion statement

Replace the words “28 days” with “30 days”.

6.10.9 Final Payment Certificate

*In the ninth line of **Sub-Clause 6.10.9**, add the words “or the Employer, as the case may be,” after the words “the Contractor”*

7. QUALITY AND RELATED MATTERS

7.2.1 Quality of Plant, workmanship and materials

*Add the following to the end of **Sub-Clause 7.2.1**:*

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

7.4 Samples and testing

*Replace the comma after the word “them” in the last line of **Sub-Clause 7.4.4.1** with a full stop, and replace the word “and” with the following:*

“The cost of all tests and testing required as part of the Contractor's own quality control program, whether particularised or not, shall be deemed to have been allowed for in his tender; and”

8. RISK AND RELATED MATTERS

8.6 Insurances

8.6.1 Insurances to be effected

*Add the following to the end of **Sub-Clause 8.6.1**:*

“Insurances shall be maintained in force for the duration of the Contract, and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurances.”

*Add the following to the end of **Sub-Clause 8.6.1.1.3**:*

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

*Add the following to the end of **Sub-Clause 8.6.1.2**:*

“SASRIA (Riot) Certificate to be issued in joint names of Employer and Contractor for the full value of the works (including VAT).”

*Add the following to the end of **Sub-Clause 8.6.1.3***

“The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction.”

*Add the following to the end of **Sub-Clause 8.6.1.5**:*

“Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity. Motor vehicles provided for the Engineer's Site Staff shall carry fully comprehensive insurance.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- e) The insurance policy held by the Contractor shall cover "wet risks" where a portion of the works is subject to possible, occasional or regular inundation."
- f) Where one or more hired vehicles or Contractor's own vehicles are required for the Engineer's site monitoring staff, such vehicles are to be fully comprehensively insured.

8.6.5 Employer to approve insurance policy

*In the second line of **Sub-Clause 8.6.5**, after the word "effected" add the words "in the joint names of the Employer and the Contractor"*

*Add the following to the end of **Sub-Clause 8.6.5**:*

"The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

9. TERMINATION OF CONTRACT

9.2.1 Termination by the Employer

*Add the following to the end of **Sub-Clause 9.2.1.3.2**:*

"or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or"

*Delete the contents of **Sub-Clause 9.2.1.3.6** and replace with the following:*

"Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, inter alia to comply with any instruction under Clause 4.2; or"

*Add new **Sub-Clauses 9.2.1.3.9 and 9.2.1.3.10**:*

- 9.2.1.3.9** "The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.”

10. CLAIMS AND DISPUTES

10.1 Contractor's Claims

*In the third line of **Sub-Clause 10.1.1**, delete the word "Permanent"*

*Delete the contents of **Sub-Clause 10.1.1.1** and replace with the following:*

10.1.1.1 “The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:”

*Delete the contents of **Sub-Clause 10.1.1.1.3** and replace with the following:*

10.1.1.1.3 “The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved program, indicating the delay to Practical Completion, and”

Delete the contents of Sub-Clause 10.1.1.2 and replace with the following:

10.1.1.2 “If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.11 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:

10.1.1.2.1 Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and

10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.”

*Delete the contents of **Sub-Clause 10.1.1.3** and replace with the following:*

10.1.1.3 “If the circumstance, event, act or omission relating to the claim are of an ongoing nature:

10.1.1.3.1 The Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1.

10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.”

*Add the following new **Sub-Clause 10.1.1.4**:*

- 10.1.1.4** Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1”

*Add the following to the end of **Sub-Clause 10.1.3.6**:*

“in terms of this Clause.”

*Delete the contents of **Sub-Clause 10.1.4** and replace with the following:*

10.1.4 “Contractor’s failure to comply with notice period

If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.”

10.1.5 Employer’s Agent ruling on Contractor’s Claim

*Add the following to the end of **Sub-Clause 10.1.5**:*

“Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused”.

*Add the following to the end of **Sub-Clause 10.1.5.1** after “Employer’s Agent:*

“prior to the expiry of such 28 days”

10.3.2 Dispute to be referred

*Add the following to the end of **Sub-Clause 10.3.2**:*

“Amicable settlement in terms of Sub-Clause 10.4 shall be utilised for all disputes prior to referring any dispute to adjudication.”

10.4 Amicable settlement

10.4.2 Amicable settlement failure

*Add the following to the end of **Sub-Clause 10.3.2**:*

Where an amicable settlement fails subsequently to adjudication, the dispute shall be resolved by arbitration.

10.5 Adjudication

10.5.1 Ad-hoc adjudication

*Add the following to the end of **Sub-Clause 10.5.1**:*
“Dispute resolution must be by ad-hoc adjudication.”

10.5.3 Rules for adjudication

*Add the following to the end of **Sub-Clause 10.5.3**:*
“The number of Adjudication Board Members to be appointed is one (1).”

10.10 Common Provisions

*Delete the contents of **Sub-Clause 10.10.1** and replace with the following:*

- 10.10.1** Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.

*Delete the contents of **Sub-Clause 10.10.3** and replace with the following:*

- 10.10.3** The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Engineer.

Clause 13: Subcontracting to qualifying EMEs and / or QSEs

It is a condition of Contract that the successful Bidder subcontract certain ringfenced Works to qualifying locally-based EME's or QSE's that are at least 51% owned by Black people who are South African Citizens and are approved by the local community leadership.

Once the Contract is awarded, the Contractor is to prepare a BoQ for calling for Quotes from the local potential subcontractors. The Employer's ISD Department and the ISD Consultant appointed for this Contract will assist with this process and the subsequent evaluations and approvals.

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

C1.3. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor: means:

Physical address:

“Employer” means: **O. R. TAMBO DISTRICT MUNICIPALITY**

“Contractor” means:”

“Engineer” means: **GIBB**

“Works” means: **COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND 2ML NGUNGULULU RESERVOIRS**

“Site” means: The Site as defined by clause 1.1.1.29 of the General Conditions of Contract, 2015.

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

.....

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

-
- 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
 4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding Balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim

his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all Notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand Notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Continued on next page.

SIGNED AT:

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GUARANTOR (1)

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SIGNATURE

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DATE

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CAPACITY

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GUARANTOR (2)

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SIGNATURE

--

DATE

--

CAPACITY

--

WITNESS (1)

--

SIGNATURE

--

WITNESS (2)

--

SIGNATURE

C1.4. Adjudication

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

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

C1.5. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN OR TAMBO DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED 2014

I,

Representing, as
an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable,
that all work will be performed, and all equipment, machinery or plant used in such a manner as
to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the
Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that
all registration and assessment monies due to the Compensation Commissioner have been fully
paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the
requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that
the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract,
Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably
practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an
Occupational Health and Safety Agreement separately, and that such subcontractors comply with
the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety
Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 202....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF OR TAMBO DISTRICT MUNICIPLITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work Procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

11. No use shall be made of any of the Employer's Machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

C2: Pricing Data and Bill of Quantities

Number	Heading	Pages
C2.1	Pricing Instructions	85
C2.2	Bill Of Quantities	86

C2.1. Pricing Instructions

- Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.
- The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	PC sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

- Unless otherwise stated, items are measured net in accordance with the drawings with no allowance for waste.
- The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
- Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.
12. If there is a discrepancy in description of items between the Bill of Quantities and the Drawings, the Bill of Quantities Description shall be used.

C2.2. Bill of Quantities

SECTION	DESCRIPTION	PAGE
1	PRELIMINARY AND GENERAL	72
2	PROVISIONAL SUMS & DAYWORKS	75
3	3.5ML NQADU RESERVOIR	78
4	2ML SOYINI RESERVOIR	89
5	2ML NGUNGULULU RESERVOIR	100
	SUMMARY OF BILL OF QUANTITIES.....	111
	DECLARATION	112

Summary of Bill of Quantities

BILL OF QUANTITIES

AMOUNT

SECTION NO 1: PRELIMINARY AND GENERAL

R

SECTION NO 2: PROVISIONAL SUMS AND DAYWORKS

R

SECTION NO 3: 3.5ML NQADU RESERVOIR

R

SECTION NO 4: 2ML SOYINI RESERVOIR

R

SECTION NO 5: 2ML NGUNGULULU RESERVOIR

R

A: NETT TOTAL OF TENDER R

B: ALLOWANCE FOR CONTINGENCIES: ADD 10% OF
SUBTOTAL (A) R
.....

C: TOTAL INCLUDING CONTINGENCIES (A + B)..... R

D: ALLOWANCE FOR ESCALATION: ADD 8% OF SUBTOTAL C R

E: TOTAL INCLUDING ESCALATION (C + D)..... R

F: ALLOWANCE FOR VAT: ADD 15% OF SUBTOTAL E..... R

GROSS TOTAL OF TENDER (E + F) CARRIED TO PART C1.1

FORM OF OFFER AND ACCEPTANCE

R

NOTE: Any amendment / omission / addition / change to the added percentages or summations above will result in the tender being ruled a material deviation and therefore non-responsive

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

Declaration

In respect of completeness of Tender

The Municipal Manager
OR Tambo District Municipality
Private Bag X6043
MTHATHA
5099

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document upon which my/our tender for the **COMPLETION OF 3,5 ML NQADU, 2 ML SOYINI AND 2ML NGUNGULULU RESERVOIRS** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE