



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

THABAZIMBI LOCAL MUNICIPALITY

PROJECT NO: TECH/02/2021-22

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7, 8)

TENDER DOCUMENT

Closing Date: 05th November 2021 @ 12h00

ISSUED BY: THABAZIMBI LOCAL MUNICIPALITY

7 REITBOK STREET

THABAZIMBI

0380

NAME OF TENDERER

TENDER AMOUNT:

CIDB CRS NUMBER:

CSD MAAA NUMBER:

THABAZIMBI LOCAL MUNICIPALITY



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROJECT NO: TECH/02/2021-22
NORTHAM-UPGRADING OF WATER RETICULATION
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

T1 TENDERING PROCEDURE

T1.1 Tender notice and invitation to tender (White Paper)

T1.2 Tender Data (Pink Paper)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited for the Thabazimbi Local Municipality projects as per the following description:

| BID NUMBER | BID NAME/DESCRIPTION | CONTACT PERSON | POINTS ALLOCATION | CIDB GRADING | BID CLOSING DATE & TIME |
|-----------------|--|---|-------------------|------------------|---|
| TECH/02/2021-22 | NORTHAM UPGRADING OF WATER RETICULATION IN (WARD 7 & 8) | Technical Enquires : A.Nkanyani : 066 038 1044 Procurement Enquires : P. Selalome : 082 864 8837 B.K. Monyeki : 066 008 3752 | 80/20 | 5CE or Higher | 05 th November 2021 @ 12 pm |

Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee, and can also be downloaded from the municipal website at www.thabazimbi.gov.za

Bids will be evaluated under the provision of the following Acts and its Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA; Supply Chain Management Policy of the Municipality in accordance with the Specifications and in terms of **80/20 preferential points system**.

Sealed Bid Documents must be submitted in an envelope clearly indicating, **"BID NUMBER AND DESCRIPTION"** on the outside and must reach the undersigned by depositing it into the Municipal Tender Box, by no later than the date and time stipulated on the above table. All bids will be opened in public at the Municipal Chamber.

The Municipality is not bound to accept the lowest or any Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after the closing date of the Submission thereof.

Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically or E-mail and without compulsory required documents will be disqualified.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Procurement Policy Framework Act new regulations of 2017 and will be based on the 80/20 points system.
- The Validity period of Bids is 90 days from the closing date of bids.
- Submit a company registration document.
- Bidders are required to submit proof of registration of CIDB.
- Bidders must submit NQF Level 5 CETA certification for Labour Intensive Construction (LIC).
- Bidders must submit a Tax Compliance status document/letter with Pin issued by South African Revenue Services SARS.
- Submit all director's certified ID copies as reflecting on the company registration document.
- A certified copy or an original BBBEE status level Certificate/ a sworn affidavit in terms of the Amended BBBEE codes.
- In the case of a joint venture, a Memorandum of Agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Submit proof of registration summary on Central Supplier Database (CSD).

T1.1: Bid notice and invitation to tender

- Latest billing clearance certificate or statement of municipal account not older than three (03) months.
- Completed All MBD Forms.
- All other pre-requisites as detailed in the bid documents shall apply.
- Failure to complete **all** the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned bids will not be considered.
- All certified documents must not be older than three (03) months

Thabazimbi Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.

Issued by

MR L G TLOUBATLA
MUNICIPAL MANAGER
THABAZIMBI LOCAL MUNICIPALITY
7 REITBOK STREET; THABAZIMBI, 0380
Tel: 014 777 1525

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MBD 1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: **TECH/02/2021-22**

CLOSING DATE: **05th November 2021**

CLOSING TIME: **12H00**

DESCRIPTION: **NORTHAM UPGRADING OF WATER RETICULATION IN (WARD 7 & 8)**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BID
BOX SITUATED AT:

**THABAZIMBI LOCAL MUNICIPALITY
7 REITBOK STREET;
THABAZIMBI,
0380**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open from 08H00 to 16H30; Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

.....

.....

POSTAL ADDRESS:

.....

.....

STREET ADDRESS

.....

.....

TELEPHONE NUMBER

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

CELLPHONE NUMBER:.....

FACSIMILE NUMBER

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

E-MAIL ADDRESS:.....

VAT REGISTRATION NUMBER:.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: **THABAZIMBI LOCAL MUNICIPALITY**

Department: **Procurement**

Contact Person: **B.K. Monyeki**

Tel: **066 008 3752**

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: **A.Nkanyani**

Tel: **066 038 1044**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates 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
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

| | |
|---|--|
| 1. Tax Reference Number | |
| 2. Tax Compliance Status Pin | |
| 3. Tax Clearance Certificate Number: | |

a. If a bidder is registered on the Thambazimbi Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

5. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO
THIS PAGE**

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.1
PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|----------------------------|--|
| Name of Bidder: | Bid Number: TECH/02/2021-22 |
| Closing Time: 12H00 | Closing Date: 05th November 2021 |

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Required by:

At:

.....

Brand and Model:

Country of Origin:

Does the offer comply with the specification(s)?

*YES/NO

If not to specification, indicate deviation(s):

Period required for delivery

.....
*Delivery: Firm/Not firm

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Delivery basis
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|--------------------|
| Name of Bidder..... | Bid number..... |
| Closing Time | Closing Date |

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|-------------|----------|-------------|--|
|-------------|----------|-------------|--|

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

MBD 3.2
PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

1. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
| | |
| | |
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| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD3.3**PRICING SCHEDULE****(Professional Services)**

Name of Bidder:

Bid Number:

Closing Time:

Closing Date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

| ITEM | DESCRIPTION | BID PRICE IN RSA CURRENCY |
|------|-------------|-----------------------------------|
| NO | | **(ALL APPLICABLE TAXES INCLUDED) |

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

| | | |
|-------|--------|-------|
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

| | | |
|-------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |

***"all applicable taxes" includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| | | | R..... |
| | | | R..... |
| | | | R..... |
| | | | R..... |

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index
-
-
-

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 4

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.....

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.

"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**
 - 3.10.1.1 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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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|--|

Witness 2

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 director’s 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 |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

***YES/NO**

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

***YES/NO**

2.2. If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/NO**

3.1. If yes, furnish particulars

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES/NO

4.1. If yes, furnish particulars
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the.....system shall be applicable.

1.2. The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and;

1.3. Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

1. Preference points for this bid shall be awarded for:

| | POINTS |
|-------------------------------------|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |

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

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

2. DEFINITIONS

2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or offers;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. **“functionality”** means the measurement according to predetermined norms, as set out in the bid **documents**, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. **“non-firm prices”** means all prices other than “firm” prices;
- 2.13. **“person”** includes a juristic person;
- 2.14. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\} & \mathbf{or} & P_s = 90 \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\} \end{array}$$

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2. Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1. B-BBEE Status Level of Contribution: (maximum of 10 or 20 points)

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

8. SUB-CONTRACTING

- 8.1. Will any portion of the contract be sub-contracted?

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 8.1.1. If yes, indicate:

- What percentage of the contract will be subcontracted?
- The name of the sub-contractor?
- The B-BBEE status level of the sub-contractor?
- Whether the sub-contractor is an EME?

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1. Name of firm:

- 9.2. VAT registration number

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

9.3. Company registration number

9.4. Type of firm (*Tick Applicable Box*)

| | |
|--------------------------|--|
| <input type="checkbox"/> | Partnership/ Joint Venture/ Consortium |
| <input type="checkbox"/> | One Person business/ sole propriety |
| <input type="checkbox"/> | Close Corporation |
| <input type="checkbox"/> | Company |
| <input type="checkbox"/> | (Pty) Ltd |
| <input type="checkbox"/> | Other: Specify: _____ |

9.5. Describe principal business activities

9.6. Company classification (*Tick Applicable Box*)

| | |
|--------------------------|-------------------------------|
| <input type="checkbox"/> | Manufacturer |
| <input type="checkbox"/> | Supplier |
| <input type="checkbox"/> | Professional service provider |
| <input type="checkbox"/> | Other: Specify: _____ |

Other service providers, e.g. transporter, etc.

9.7. Municipal information:

Municipality where business is situated

Registered Account Number

Stand Number

Total number of years the company/firm has been in business?

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

The information furnished is true and correct;

- i. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

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

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

.....
SIGNATURE(S) OF BIDDER(S)

.....
WITNESS 1

.....
WITNESS 2

DATE:

ADRESS:
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2. Definitions

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

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

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
..... accept your bid under reference number
..... dated for the supply of goods/works indicated
hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--|
| | | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution):
..... in accordance with the requirements and task directives /
proposals specifications stipulated in Bid Number:.....at
the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the
validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I in my capacity as
.....accept your bid under reference number
datedfor the rendering of services indicated hereunder
and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|------------------------|---------------------------------------|-----------------|-------------------------------------|--|
| | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution).....in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| WITNESSES | |
|-------------|-------|
| 1 | |
| 3. | |
| DATE: | |

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

MBD 7.3
CONTRACT FORM - SALE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE SELLER)

1. I in my capacity as accept your
bid under reference number dated for the purchase of goods/works
indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

| ITEM NO. | DESCRIPTION | PRICE (ALL APPLICABLE TAXES INCLUDED) | | |
|-------------|-------------|--|--|--|
| | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 offers.***

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 TENDER DATA

| | | | |
|--------------------------|--|-------------------------|---|
| Project title: | NORTHAM-UPGRADING OF WATER RETICULATION | | |
| Tender No: | TECH/02/2021-22 | | |
| Advertising date: | 24th of September 2021 | Closing date: | 5th of November 2021 |
| Closing time: | 12H00 | Validity period: | 90 Days after Closing of Tender Document |

| | |
|----------------------|---|
| Clause number | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard or Uniformity in Construction Procurement as per Government Notice No 12 of 2009 published in Government Gazette No. 33239 of 28 May 2010 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> |
| F.1.1 | The employer is the Thabazimbi Local Municipality |
| F.1.2 | <p>The tender documents issued by the employer comprise:</p> <p>THE TENDER</p> <p>Part 1: Tendering Procedures</p> <p>T1.1 Tender Notice and invitation to tender (WHITE)</p> <p>T1.2 Tender data(PINK)</p> <p>Part 2: Returnable Schedules/Documents</p> <p>T2.1 List of returnable schedules / documents (YELLOW)</p> <p>T2.2 Returnable schedules (YELLOW)</p> <p>THE CONTRACT</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (YELLOW)</p> <p>C1.1a Final Summary</p> <p>C1.1b Standard Conditions of tender (Appendix A)</p> <p>C1.2 Contract Data (YELLOW)</p> <p>C1.3 Form of Guarantee (YELLOW)</p> <p>Part C2: Pricing</p> <p>C2.1 Pricing instructions (YELLOW)</p> <p>C2.2 Bill of Quantities (YELLOW)</p> <p>Part C3: Scope of works</p> <p>C3 Scope of Works (BLUE)</p> <p>Part C4: Site information</p> <p>C4 Site Information (GREEN)</p> <p>Part C5: Additional Relevant Documents (White Paper)</p> <p>Part C6: Drawings</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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|-----------------|--|
| F.2.13 F.3.5 | A two-envelope procedure will not be followed. |
| F2.14 | Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document “FORM C Authority of Signatory.” |
| F.2.15 | The closing time for submission of tender offers is as per Tender Notice. |
| F.2.15 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| F.2.16 | The tender offer validity period is 90 days. |
| F.2.17 | Insert the following at the end of the last sentence: “.....elect to do so, provided that the competitive position of the preferred tenderer is not affected” |
| F.2.18 | <p>Provide other material</p> <p>1. Proposed Key Personnel</p> <p>The tenderer shall indicate</p> <ol style="list-style-type: none"> All staff positions/titles proposed for the team and the relationship between them Names of key professional people, and Parent firm abbreviation and in brackets (for JVs) after each professional person <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment.</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> • Name, Age, parent firm, position in the parent firm and within the organisation of this assignment • Educational qualifications on Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. • Summary of experience • Language proficiency and • References (company name, individual name, position held, contact details) <p>The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.</p> <p>2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version), Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific ONLY in the absence of client</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>specific formats) Please fill in the exact required information, failing which your bid will be rendered nonresponsive.</p> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of roads and storm water related projects.</p> <p>The tenderer is required to submit with his tender: Non-Submission of the following documents will result in automatic disqualification:</p> <ol style="list-style-type: none"> 1. Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and 2. a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. 3. In case of Joint Venture – the Joint Venture Agreement. 4. Certified copy of valid Certificate of Good Standing with Compensation Commissioner |
| F.2.19 | Access shall be provided for the following inspections, tests and analysis as may be required by the Employer: |
| F.2.22 | Not a requirement. |
| F.2.23 | Refer to List of Returnable Schedules / Documents (T2.1) for certificates, etc to be included in the tender submission. |
| F.3.4 | The time and location for opening of the tender offers are as per Tender Notice. |
| F.3.5 | A two-envelope procedure will not be allowed |
| F.3.6 | After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM. |
| F3.7 | <p>Disqualification Criteria</p> <p>The following critical criteria have been identified for this bid and any non-compliant thereto will led to the bid regarded as non-responsive and disqualified from further evaluation:</p> <ul style="list-style-type: none"> • Attendance of Tender Briefing • Power of attorney / authority for signatory of JV • Valid Tax Clearance attached (If JV, for Both) and SARS PIN • CIDB Grading of 5CE or Higher for the bid • Form of offer Completed in figures and words • Document filled in with a black pen • All pages signed or initiated • Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificates) • Certified copies of CIPC Registration (If JV, for both) • Certified ID Copies of all directors/members/shareholders of company/business/ (If JV, for Both) • Proof of maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture business account should be provided) • Signed and Initialized JV Agreement(if applicable) • Letter of intent for Providing Guarantee must be from a Reputable Institution • Original Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act) • Occupational Health and Safety Plan • Proof of Municipal Rates and Taxes/Letter from Tribal Authority/ Lease agreement must be attached/ or all directors/trustees/members(Not older than 3 months) • No Price amendment without signature in the bills of quantity • Certificate of non-collusion • Completed and signed all MBD forms (MBD 1,2,3,4,5,6,7,8,9 and 9) • Completed MBD 5 and submit audited statements(AFS)-Only where the tender amount exceeds R10Mil including vat) |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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|-------|---|
| | <ul style="list-style-type: none"> Non Alteration to the bid document or submission of a copy of the original bid document will Amount to disqualification |
| F3.11 | <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017.</p> <p>If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u></p> <ul style="list-style-type: none"> Certified or scanned copies of Tax Clearance Certificates. (Only original tax clearance certificates must be attached to the Tender document). Non submission of company registration certificates. Non submission of the offer in the prescribed format Pages to be completed, removed from the Tender document, and have therefore not been submitted (Submitting mixed up document) Failure to fully complete the schedule of quantities as required. Failure to fully complete form of offer. Scratching out without initialling next to the amended rates or information. Writing over / painting out rates / the use of tipex or any erasable ink, e.g. pencil. The Tender has not been properly signed by a party having the authority to do so, according to the Form C – “Authority for Signatory” ▪ No authority for signatory submitted. Failure to submit certified copies of registration certificates and qualification. Particulars required in respect of the Tender have not been provided – noncompliance of Tender requirements and/or specifications. The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. Each page of the Contract portion of this Bid document must be initialled by the authorized person in order for the document to constitute a proper Contract between the EMPLOYER (Thabazimbi Local Municipality) and the undersigned The Tender has been submitted after the relevant closing date and time If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification. <p>Size of enterprise and current workload Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"> Previous and expected current annual turnover Current contractual obligations Capacity to execute the contract <p>Staffing profile Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"> Staff available for this contract being Tendered for Qualifications, registration and experience of key staff to be utilised on this contract <p>Previous experience Evaluation of the Tenderer’s position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> Experience in the relevant technical field Experience of contracts of similar size Some or all of the references will be contacted to obtain their input. |

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

| | | | | | |
|---------------|---|-------|----|---------------|----|
| | <p>Financial ability to execute the contract: Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> • Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose. <p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> • Determine whether an original valid tax clearance certificate has been submitted. • The Tenderer <u>must affix an original valid Tax Clearance Certificate</u> to the <u>designated page of the Tender document</u>. <p>If the Tender does not meet the requirements contained in the TLM supply chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Penalties Thabazimbi Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> • Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. • Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender. • Restrict the firm, its shareholders and directors on obtaining any business from the Thabazimbi Local Municipality for a period of 5 years. <p>Tender evaluation points Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following:</p> <p>Preference points for this bid shall be awarded for:</p> <ol style="list-style-type: none"> Price; and B-BBEE Status Level of Contribution. <p>Points</p> <table border="1"> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS</td><td>20</td></tr> </table> <p>Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Thabazimbi Local Municipality.</p> | PRICE | 80 | B-BBEE STATUS | 20 |
| PRICE | 80 | | | | |
| B-BBEE STATUS | 20 | | | | |
| F3.11.5 | <p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality and Preferences</p> <p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: <p>$TEV = NFO + NP + NQ$</p> | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> <p>III. Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>IV. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>V. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p> |
|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| F3.11.9 | <p>Scoring quality</p> <p>Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> $N_Q = W_2 \times S_0 / M_s$ <p>where: S_0 is the score for quality allocated to the submission under consideration; M_s is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data</p> <p>Functionality Table</p> <table border="1"> <thead> <tr> <th>CRITERIA</th> <th>MAXIMUM POINTS</th> <th>DESCRIPTION OF REQUIREMENTS</th> <th>NUMBER OF POINTS TO BE ALLOCATED</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Qualification of key personnel and company structure (CV, ID and Qualification to be submitted)</td> <td rowspan="4">20</td> <td>Project/Contract Manager has Bsc/BTech Civil Engineering of Higher with intensive water reticulation experience</td> <td> 7 or Higher years exp – 8 5-6 years Exp - 5 3-4 years exp - 3 1-2 years exp -1 </td> </tr> <tr> <td>Site Agent / Manager has B-Tech /N.D Civil Engineering or Higher with water reticulation experiences</td> <td> 6 or Higher years exp – 6 4-5 years exp – 3 1-3 years exp – 2 </td> </tr> <tr> <td>General Foreman has N.D/Trade Qualification in Civil Engineering or Higher with water reticulation experiences</td> <td> 6 or Higher years exp – 4 4-5 years exp – 3 1-3 years exp -2 </td> </tr> <tr> <td>Safety Officer has NQF level 2,3 and experience in construction and related works</td> <td>1 or Higher years exp 2</td> </tr> <tr> <td>Financial References</td> <td>5</td> <td>Letter of good standing from the financial institution.</td> <td>5</td> </tr> </tbody> </table> | | | CRITERIA | MAXIMUM POINTS | DESCRIPTION OF REQUIREMENTS | NUMBER OF POINTS TO BE ALLOCATED | Qualification of key personnel and company structure (CV, ID and Qualification to be submitted) | 20 | Project/Contract Manager has Bsc/BTech Civil Engineering of Higher with intensive water reticulation experience | 7 or Higher years exp – 8 5-6 years Exp - 5 3-4 years exp - 3 1-2 years exp -1 | Site Agent / Manager has B-Tech /N.D Civil Engineering or Higher with water reticulation experiences | 6 or Higher years exp – 6 4-5 years exp – 3 1-3 years exp – 2 | General Foreman has N.D/Trade Qualification in Civil Engineering or Higher with water reticulation experiences | 6 or Higher years exp – 4 4-5 years exp – 3 1-3 years exp -2 | Safety Officer has NQF level 2,3 and experience in construction and related works | 1 or Higher years exp 2 | Financial References | 5 | Letter of good standing from the financial institution. | 5 |
|---|---|--|---|----------------------------------|----------------|-----------------------------|----------------------------------|---|----|--|---|---|--|---|---|--|--------------------------------|----------------------|---|---|---|
| | CRITERIA | MAXIMUM POINTS | DESCRIPTION OF REQUIREMENTS | NUMBER OF POINTS TO BE ALLOCATED | | | | | | | | | | | | | | | | | |
| Qualification of key personnel and company structure (CV, ID and Qualification to be submitted) | 20 | Project/Contract Manager has Bsc/BTech Civil Engineering of Higher with intensive water reticulation experience | 7 or Higher years exp – 8 5-6 years Exp - 5 3-4 years exp - 3 1-2 years exp -1 | | | | | | | | | | | | | | | | | | |
| | | Site Agent / Manager has B-Tech /N.D Civil Engineering or Higher with water reticulation experiences | 6 or Higher years exp – 6 4-5 years exp – 3 1-3 years exp – 2 | | | | | | | | | | | | | | | | | | |
| | | General Foreman has N.D/Trade Qualification in Civil Engineering or Higher with water reticulation experiences | 6 or Higher years exp – 4 4-5 years exp – 3 1-3 years exp -2 | | | | | | | | | | | | | | | | | | |
| | | Safety Officer has NQF level 2,3 and experience in construction and related works | 1 or Higher years exp 2 | | | | | | | | | | | | | | | | | | |
| Financial References | 5 | Letter of good standing from the financial institution. | 5 | | | | | | | | | | | | | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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|--|--|----|--|--|
| | Company Experience on similar projects | 35 | 5 points for each appointment letter Zero (0) similar project completed successfully. 0 One (1) similar project completed successfully. 5 Two (2) similar project completed successfully 10 Three (3) similar project completed successfully 15 Four (4) similar projects completed successfully 20 Five (5) similar projects completed successfully 25 Six (6) similar projects completed successfully 30 | |
| | Interpretation of Scope of work Submission of a clear proposed project programme in a Gantt format (Programme is considered realistic and include main components and subcomponents and linkages. | | Good Moderate Poor None | 5 2.5 1 0 |
| | Plant and Equipment (Registration certificate should be attached or intend to hire letter | 15 | Excavator (20 Ton Minimum) | 4 – Own 2 - Hired |
| | | | TLB (4X4) | 3 - Hired 1.5 - Hired |
| | | | Water Tanker (10 000 Litres) | 3 - Own 1.5 - Hired |
| Tipper Truck (10m3) | | | 3 - Own 1.5 - Hired | |
| Flatbed Truck (8 ton) | | | 2 - Own 1 - Hired | |
| Total maximum points | 75 | | | |
| Bidders must obtain a minimum of 60 points out of 75 to be evaluated further. | | | | |
| $P_s = S_o / M_s \times 100$ Where P_s = percentage scored for functionality by the bid S_o = total score of the bid | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|-------|--|
| | <p>M_s = maximum possible score</p> <p>Minimum score of 80% for functionality should be obtain for the bidder to be further evaluated.</p> <p>The tenderer is to note that the following Additional Relevant Documents will form part of this contract:</p> <ul style="list-style-type: none"> I. Thabazimbi Local Municipality Supply Chain Management Policy, II. The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following: (iii) TLM health and safety specifications |
| F3.17 | The number of paper copies of the signed contract to be provided by the Employer is one. |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

T2 RETURNABLE DOCUMENTS

T2.1 List of returnable documents

T2.2 Returnable schedules

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract

The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

| | |
|--------|---|
| Form A | COMPULSORY ENTERPRISE QUESTIONNAIRE |
| Form B | AUTHORITY OF SIGNATORY |
| Form C | FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS |
| Form D | MUNICIPAL UTILITY ACCOUNT |
| Form E | PROPOSED KEY PERSONNEL |
| Form F | SCHEDULE OF PREVIOUS EXPERIENCE |
| Form G | SCHEDULE OF CURRENT PROJECTS |
| Form H | SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT |
| Form I | SCHEDULE OF PROPOSED SUB CONTRACTORS |
| Form J | PROGRAMME OF WORKS |
| Form K | RECORD OF ADDENDA TO TENDER DOCUMENTS |
| Form L | PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER |
| Form M | TENDERER'S PROJECT STRUCTURE |
| Form N | CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| Form O | DECLARATION TENDERER'S LITIGATION HISTORY |
| | |
| | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Returnable Documents that will be incorporated into the contract

| | |
|------|---|
| C1.1 | Offer Portion of Form of Offer and Acceptance |
| C1.2 | Contract Data |
| C1.3 | Form of Guarantee |
| C2.2 | Bill of Quantities |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

NAME OF ENTERPRISE: _____

CONTACT PERSON _____

CONTACT NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

POSTAL ADDRESS _____

PHYSICAL ADDRESS _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VAT REGISTRATION NUMBER _____

TAX REFERENCE NUMBER _____

CIDB REGISTRATION NUMBER _____

CIDB GRADING _____

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

If Yes, Enclose Proof

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

Signature

.....

Date

.....

CAPACITY UNDER WHICH BID IS SIGNED

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- A copy of the Certificate of Incorporation;
- Certified Copies of the ID's of the Directors; and
- The shareholders register.

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-person Business / Sole trader**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date): Mr.

Has been duly authorized to sign all documents in connection with the Tender for Contract Number:

..... and any Contract which may arise there from on behalf of

.....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: FINANCIAL REFERENCES

Notes to tenderer:

The tenderer shall attach to this form a letter from the bank confirming the bank account and details.

1. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

| | | | | | | | | | |
|---|---|------------|--------------------------|-------------|--------------------------|--------------|--------------------------|---------------------|--------------------------|
| BANK NAME: | | | | | | | | | |
| ACCOUNT NAME: (e.g. ABC Civil Construction cc) | | | | | | | | | |
| ACCOUNT TYPE: (e.g. Savings, Cheque etc) | | | | | | | | | |
| ACCOUNT NO: | | | | | | | | | |
| ADDRESS OF BANK: | | | | | | | | | |
| CONTACT PERSON: | | | | | | | | | |
| TEL. NO. OF BANK / CONTACT: | | | | | | | | | |
| How long has this account been in existence: | <div style="display: flex; align-items: center;"> <table border="1" style="margin-right: 20px;"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table> <div>(Tick which is appropriate)</div> </div> | 0-6 months | <input type="checkbox"/> | 7-12 months | <input type="checkbox"/> | 13-24 months | <input type="checkbox"/> | More than 24 months | <input type="checkbox"/> |
| 0-6 months | <input type="checkbox"/> | | | | | | | | |
| 7-12 months | <input type="checkbox"/> | | | | | | | | |
| 13-24 months | <input type="checkbox"/> | | | | | | | | |
| More than 24 months | <input type="checkbox"/> | | | | | | | | |

Name of Tenderer:

Date:

Signature:

Full name of signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE
(NOT OLDER THAN THREE MONTHS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of _____ hereby make a declaration as follows: (referred to herein as “the Bidder”

1.

I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2.

I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

ATTACH MUNICIPAL UTILITY ACCOUNT
(NOT OLDER THAN THREE MONTHS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

| Please list the personnel that you intend to appoint on this contract. | | | |
|--|---------------------------------|--|-----------------------------------|
| DESCRIPTION | <u>Name</u> of Full-time member | Staff to be appointed on this contract | |
| | | No of Full-Time employment | No of Part Time employment |
| Contract Manager | | | |
| Site Agent | | | |
| Clerk | | | |
| Foreman | | | |
| Surveyor | | | |
| Labourers | | | |
| Other | | | |
| 1. | | | |
| 2. | | | |

Provide two paged CV of each Key Personnel to be used in this project. Each CV should give at least the following:

- i. Position in the firm and within the organisation of this assignment;
- ii. Proof of Educational qualifications o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- iii. Language proficiency and
- iv. References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH CV'S OF KEY PERSONNEL

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for THABAZIMBI LOCAL MUNICIPALITY projects or other clients. Reference of clients other than TLM **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant technical field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

| Description | Value (R) VAT excluded | Period work executed | | Name | Reference | |
|-------------|------------------------|----------------------|-----------------|------|--------------|----------------|
| | | Appointment Date | Completion Date | | Organisation | Tel no and Fax |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: SCHEDULE OF CURRENT EXPERIENCE

Provide the following information on current projects

This information is material to the award of the Contract.

| Description | Value (R) VAT excluded | Period work executed | | Name | Reference | |
|-------------|------------------------|----------------------|-----------------|------|--------------|----------------|
| | | Appointment Date | Completion Date | | Organisation | Tel no and Fax |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and buildings

| Description | Address | Owned or leased |
|-------------|---------|-----------------|
| | | |
| | | |

2. Equipment

Provide information on equipment and resources that you have available for this project

| 1. EARTH MOVING EQUIPMENT | NUMBER OF UNITS OWNED BY CONTRACTOR | NUMBER OF UNITS ALLOCATED TO THIS CONTRACT | |
|---------------------------|---|---|-------|
| | | OWNED | HIRED |
| | | | |
| 2. CONSTRUCTION EQUIPMENT | | | |
| | | | |
| 3. CONSTRUCTION EQUIPMENT | | | |
| | | | |

3. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| Name of sub-contractor | Full description of work to be performed by sub-contractor |
|------------------------|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH PROGRAMME OF WORKS
(MS Project format)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | | |
|--|------|------------------|
| We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
| | Date | Title of Details |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH CERTIFIED PROOF OF GOODSTANDING WITH
COMPENSATION COMMISSIONER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologist's means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

| | |
|--------------------------------------|--|
| Head Office: | |
| Other Offices: | |
| Registered | |
| Total Professional Employees: | |
| % share in JV agreement | |

SIGNED ON BEHALF OF THE TENDERER:

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

FORM N: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

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

| CLIENT | OTHER LITIGATING PARTY | DISPUTE | AWARD VALUE | DATE RESOLVED |
|--------|------------------------------|---------|----------------|------------------|
| | | | | |
| | | | | |

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works: (Insert broad description of the works)

The tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the Conditions of Tender.

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

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

.....

..... Rand (*in words*); (*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, where upon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s):

Name(s):

Capacity:

Organisation:

Witness:

Date:

CIDB Registration Number:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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. 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 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information,

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE EMPLOYER:

| | | |
|--------------------------|------------------|-------------|
| | | |
| Name of Signatory | Signature | Date |

| | |
|------------------------------|--------------------------------------|
| Name of Organisation: | THABAZIMBI LOCAL MUNICIPALITY |
| Address of Organisation | |

WITNESSED BY:

| | | |
|------------------------|------------------|-------------|
| | | |
| Name of Witness | Signature | Date |

SCHEDULE OF DEVIATIONS:

| |
|-----------------|
| 1.1.1. Subject: |
| Detail: |
| 1.1.2. Subject: |
| Detail: |
| 1.1.3. Subject: |
| Detail: |
| 1.1.4. Subject: |
| Detail: |
| 1.1.5. Subject: |
| Detail: |

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER

Signature(s):
Name(s):
Capacity:
Organisation:
Witness:
Date:

FOR THE EMPLOYER

Signature(s):
Name(s):
Capacity:
Organisation:
Witness:
Date:

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract Third Edition (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering.

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

PART 1: Data provided by the Employer

| Clause | Data |
|----------|--|
| 1.1.1.15 | The Name of the Employer is Thabazimbi Local Municipality |
| 1.2.1.2 | The address of the Employer is: 7 REITBOK STREET THABAZIMBI 0380 Telephone: 014 777 1520 Email: info@thabazimbi.gov.za |
| 1.1.1.16 | The name of the Engineer AES Consulting cc |
| 1.2.1.2 | The address of the Engineer is: 125 Marshall Street, Polokwane ,0699 Tel no: +27 (015) 291 3305 Fax no: +27 (015) 86 218 8529 Email: admin@aesconsulting.co.za |
| 1.1.1.13 | The Defects Liability Period is 12 months. |
| 1.1.1.14 | The Works shall be completed within 12 Months |
| 1.1.1.26 | The pricing strategy of a Re-measurement contract shall apply |
| 4.9.1 | The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported. |
| 4.10.2 | The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported. |
| 5.3.1 | The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|----------|---|
| | <ul style="list-style-type: none"> • Proof to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6). Security (Refer to Clause 6.2). • Insurance (Refer to Clause 8.6). |
| 5.3.2 | The time to submit the documentation required before commencement with Works execution is 14 Days . |
| 5.8.1 | <p>The non-working Days are Sundays. The special non-working Days are: Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p> |
| 5.13.1 | The penalty for failing to complete the Works is 0.05 percent of contract price per calendar day. |
| 5.16.3 | The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion. |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required. |
| 6.10.3 | <p>The limit of retention money is 10% of the value of the Contract Price.</p> <p>A Retention Money Guarantee is compulsory.</p> <p>A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p> |
| 5.3.1 | The Contractor shall commence executing the Works within 14 days from the Commencement Date. |
| 8.6 | The value of the materials supplied by the Employer to be included in the insurance sum is nil. |
| 8.6 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil. |
| 8.6.1.3 | The limit of indemnity for liability insurance is equal to the contract amount. |
| 10.7.1 | The determination of disputes shall be by arbitration. |
| 5.14.5.1 | <p>Consequences of Completion</p> <p><i>Amend Clause 5.14.5.1 as follows:</i></p> <p><i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i></p> |
| 6.2 | <p>Security</p> <p><i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i></p> <p>"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”</p> |
| 6.3.1 | <p>Variations</p> <p><i>Amend Clause 6.3.1, as follows:</i></p> <p><i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i></p> <p><i>", including the limiting of contract expenditure so as not to exceed the Employer’s budgeted project funding, "</i></p> <p><i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i></p> <p><i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i></p> |
| 6.3.2 | <p>Orders for Variations to be in writing</p> <p>Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p> |
| 6.10.6 | <p>Set-off and delayed payments</p> <p><i>Amend Clause 6.10.6.2 as follows:</i></p> <p><i>Delete the words ‘simple interest’ and substitute with the words ‘interest compounded monthly’.</i></p> <p><i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i></p> |
| 6.11 | <p>Variations exceeding 15 per cent</p> <p><i>Replace the marginal heading with:</i></p> <p>“Variations exceeding 20 per cent”</p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p> |
| 8.6.6 | <p>Contractor to produce proof of payment</p> <p>“The Contractor shall before commencement of the Works produce to the Engineer:</p> <p>8.6.6.1 The policies by which the insurances are effected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>8.6.6.3 Proof of continuity of the policies for the required period.</p> <p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6.”</p> |
| 1.1 | <p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> |
| 1.1.1.35 | <p>“Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p> |
| 1.1.1.36 | <p>“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p> |
| 4.12 | <p>Contractor’s superintendence</p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Site Agent shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Engineer in writing and shall not be replaced or removed from Site without the written approval of the Engineer.”</p> |
| 5.6 | <p>Programme</p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Engineer, the</p> <ul style="list-style-type: none"> • Programme of the Works in terms of Clause 5.6.1 and • Supporting documents in terms of Clause 5.6.2 <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value- related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| 5.12 | <p>Extension of Time for Practical Completion</p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2</i></p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> |
| | <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm, but wet conditions prevented or disrupted work.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons. |
| 42 | A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days. |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract Third Edition (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

| Clause | Data |
|---------|--|
| 1.1.1.9 | The Contractor is: Name: |
| 1.2.1.2 | The Address of the Contractor is: Address (physical): |
| 1.2.1.2 | Address (postal): Telephone: Facsimile: E-mail: |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 CONTRACT DATA

FORM OF GUARANTEE

Project No: TECH/02/2021-22

NORTHAM-UPGRADING OF WATER RETICULATION

WHEREAS (Hereinafter referred to as "the Employer") entered into, on the..... Day of2020, at A Contract with..... (Hereinafter called "The Contractor") for the construction of

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at on this..... day of 20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As witnesses:

1.

2.

.....

.....

Contractor:

Signature

Address

Duly authorised to sign on behalf of

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
3. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
4. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
5. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
6. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
7. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
8. A price or rate is to be entered, in BLACK INK, against each item in the Schedule of Quantities.
9. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
10. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measure for each item of work as defined in the standardised, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the same item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
11. The units of measure indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities

mm - millimetre

m - metre

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | | |
|----------------------|---|-----------------------|
| km | - | kilometre |
| km-pass | - | kilometre-pass |
| m ² | - | square metre |
| m ² -pass | - | square metre-pass |
| ha | - | hectare |
| m ³ | - | cubic metre |
| m ³ -km | - | cubic metre-kilometre |
| kg | - | kilogram |
| t | - | ton (1 000 kg) |
| % | - | per cent |
| PC Sum | - | Prime Cost Sum |
| Prov Sum | - | Provisional Sum |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)
BILL 1 : PRELIMINARY & GENERALPreliminary &
General

| ITEM NO. | REF. CI. | DESCRIPTION | UNIT | QNT. | RATE | AMOUNT |
|--------------------------------|-----------------------|--|-------|-------|------|--------|
| 1.1 | SABS 1200A 8.3 | <u>GENERAL FIXED CHARGE AND VALUE-RELATED ITEMS</u> | | | | |
| 1.1.1 | 8.3.1 | Contractual Requirements | sum | 1.00 | | |
| 1.1.2 | 8.3.2 | <u>Establish facilities on site</u> | | | | |
| 1.1.2.1 | 8.3.2.1 | i) <u>Facilities for the Engineer</u> | | | | |
| | | a) Name boards (2 no) | no | 2.00 | | |
| | | b) 1 Carport and Furnished Office | sum | 1.00 | | |
| 1.1.2.2 | 8.3.2.2 | ii) <u>Facilities for Contractor</u> | | | | |
| | | a) Offices and storage sheds | sum | 1.00 | | |
| | | b) Workshops | sum | 1.00 | | |
| | | c) Laboratories | sum | 1.00 | | |
| | | d) Living accommodation | sum | 1.00 | | |
| | | e) Ablution and latrine facilities | sum | 1.00 | | |
| | | f) Tools and equipment | sum | 1.00 | | |
| | | g) Water supplies, electric power and communications | sum | 1.00 | | |
| | | h) Dealing with water | sum | 1.00 | | |
| | | i) Access | sum | 1.00 | | |
| | | j) Plant | sum | 1.00 | | |
| | | k) Occupational Health & Safety | sum | 1.00 | | |
| 1.1.3 | 8.3.3 | Other fixed charge obligations | sum | 1.00 | | |
| 1.1.4 | 8.3.4 | Removal of site establishment | sum | 1.00 | | |
| 1.2 | SABS 1200A 8.4 | <u>TIME RELATED ITEMS</u> | | | | |
| 1.2.1 | 8.4.1 | Contractual requirements | month | 12.00 | | |
| 1.2.2 | 8.4.2 | <u>Operations and maintenance of facilities on site</u> | | | | |
| 1.2.2.1 | 8.4.2.1 | <u>Facilities for Engineer</u> | | | | |
| | | i) <u>Facilities for the Engineer</u> | | | | |
| | | a) One name board | month | 12.00 | | |
| | | b) 1 Carport and Furnished Office | month | 12.00 | | |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)
BILL 1 : PRELIMINARY & GENERALPreliminary &
General

| ITEM NO. | REF. CI. | DESCRIPTION | UNIT | QNT. | RATE | AMOUNT |
|--|------------|---|---------|-------|------|-------------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 1.2.2.2 | 8.4.2.2 | <u>Facilities for Contractor</u> | | | | |
| | | a) Offices and storage sheds | month | 12.00 | | |
| | | b) Workshops | month | 12.00 | | |
| | | c) Laboratories | month | 12.00 | | |
| | | d) Living accommodation | month | 12.00 | | |
| | | e) Ablution and latrine facilities | month | 12.00 | | |
| | | f) Tools and equipment | month | 12.00 | | |
| | | g) Water supplies, electric power and communications | month | 12.00 | | |
| | | h) Dealing with water | month | 12.00 | | |
| | | i) Access | month | 12.00 | | |
| | | j) Plant | month | 12.00 | | |
| | | k) Occupational Health & Safety | month | 12.00 | | |
| 1.2.3 | 8.4.4 | Company and Head Office overhead costs for the duration of the Contract | month | 12.00 | | |
| 1.2.4 | 8.4.5 | <u>Other time related obligations</u> | | | | |
| | | a) Retention Money Guarantee | month | 12.00 | | |
| | | b) All other time related obligations | month | 12.00 | | |
| 1.3 | 8.5 | <u>SUMS STATED PROVISIONALLY BY THE ENGINEER</u> | | | | |
| | | <u>Provisional Sum</u> | | | | |
| 1.3.1 | | Material to be used during execution of dayworks | ProvSum | - | - | R100 000.00 |
| 1.3.2 | | Social facilitator | ProvSum | - | - | R120 000.00 |
| 1.3.3 | | Community Liason Officer | ProvSum | - | - | R54 000.00 |
| 1.3.4 | | Provision for Training | ProvSum | - | - | R75 000.00 |
| 1.3.5 | | Project Steering Community | ProvSum | | | R28 800.00 |
| 1.3.6 | | Percentage adjustment to items 1.4.1 to 1.4.4 to cover Contractor's expenses with regard to the items (maximum 10%) | % | | | R37 780.00 |
| TOTAL BILL 1 CARRIED FORWARD TO SUMMARY | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--------------------------------|--------------|---|----------------------|-------------|------|--------|
| 2. | SABS | | | | | |
| 2.1 | 1200D | <u>EARTHWORKS (Pipe trenches)</u> | | | | |
| 2.1.1 | B | <u>SITE CLEARANCE</u> | | | | |
| | 8.3.1a | (a) Clear and grub, bush, trees (not exceeding 1m girth) from pipeline to a minimum width of 2m and dispose offsite | m ² | 21300 | | |
| | 8.3.1b | (b) Clear trees of girth over 1 m Remove topsoil to nominal depth of 150mm, stockpile and maintain | no m ² | 10 21300 | | |
| 2.1.2 | | <u>Excavation</u> | | | | |
| | 8.3.8.1 c | (a) Excavate by hand in soft material to expose existing services | m ³ | 200 | | |
| 2.1.3 | | <u>Excavation</u> | | | | |
| 2.1.3.1 | 8.3.2a | Excavation in all materials for trenches for 200mm nominal diameter pipes and smaller. Rates include backfill, compact and disposal of surplus and unsuitable material. | | | | |
| | | (a) Up to 1,5 m deep | m ³ | 12070 | | |
| | | (b) Over 1,5 m up to 2,5 m deep (Provisional) | m ³ | 604 | | |
| 2.1.3.2 | 8.3.2b | <u>Extra-over item for 3.1.2.1</u> (a) Intermediate excavation (Prov.) | m ³ | 905 | | |
| | | (b) Hard rock excavation (Prov.) | m ³ | 1207 | | |
| 2.1.3.3 | 8.3.2c | Excavate and disposal of unsuitable material from trench bottom (Prov.) | m ³ | 1207 | | |
| 2.1.3.4 | 8.3.4a | Import backfill material from designated borrow pits (Prov.) | m ³ | 1509 | | |
| 2.1.3.5 | 8.3.4b | Opening up and closing down of designated borrow pit | ha | 1 | | |
| 2.1.3.6 | 8.3.3.3 | Compaction in road reserve | m ³ | 121 | | |
| 2.1.3.7 | 8.3.6 | <u>Overhaul</u> (a) Limited overhaul (0,5 to 1,0 km) (Prov.) | m ³ | 300 | | |
| | | (b) Long overhaul (Prov.) | m ³ /km | 3000 | | |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------------------|--------------------|--|--------------------|------|------|-----------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 2.1.3.8 | A8.3.7 | Shore trench opposite structure or service | m | 40 | | |
| 2.1.3.9 | | <u>Existing services that intersect or adjoin a pipe trench</u> | | | | |
| | 8.3.5a | (a) Services that intersect a trench | no | 30 | | |
| | 8.3.5b | (b) Services that adjoin a trench | m | 300 | | |
| 2.2 | SABS 1200LB | <u>BEDDING (pipes)</u> | | | | |
| 2.2.1 | 8.2.2 | <u>Supply bedding by importation</u> | | | | |
| 2.2.2.1 | 8.2.2.1 | <u>From other necessary excavations (Prov.)</u> | | | | |
| | | (a) Selected bedding material | m ³ | 181 | | |
| | | (b) Selected blanket material | m ³ | 181 | | |
| 2.2.2.2 | 8.2.2.2. | <u>From borrow pits (Prov.)</u> | | | | |
| | | (a) Selected bedding material | m ³ | 91 | | |
| | | (b) Selected blanket material | m ³ | 91 | | |
| 2.2.2.3 | 8.2.2.3 | <u>From commercial sources (Prov.)</u> | | | | |
| | | (a) Selected bedding material | m ³ | 75 | | |
| | | (b) Selected blanket material | m ³ | 75 | | |
| 2.2.2.4 | 8.2.5 | Overhaul of material for bedding cradle and selected fill blanket (Prov.) | m ³ /km | 754 | | |
| 2.3 | SABS 1200L | <u>MEDIUM PRESSURE PIPELINES</u> | | | | |
| 2.3.1 | | <u>uPVC Pressure Pipes and Fittings</u> | | | | |
| 2.3.1.1 | 8.2.1 | Supply, lay, bed and test the following uPVC pressure pipes (conforming with SABS 946 Part 1 specifications) in 6m lengths, each pipe fitted at one end with socket for Mechanical jointing, in the following diameters: | | | | |
| | | a) 250mm dia Class 9 | m | 3 | | Rate Only |
| | | b) 160 mm dia Class 9 | m | 2805 | | |
| | | c) 90 mm dia Class 9 | m | 3310 | | |
| | | c) 75 mm dia Class 9 | m | 1825 | | |
| | | c) 63 mm dia Class 9 | m | 6260 | | |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--------------------------------|------------|---|------|-----|------|-----------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 2.3.2 | 8.2.2 | <u>FITTINGS AND SPECIALS FOR FIXING ONTO uPVC PIPES</u> - Fittings to be suitable for coupling directly (Mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fittings for PVC Class 9 (unless otherwise specified), cast iron or epoxy-painted steel (flanges drilled SABS 1123-1977 Table 16) | | | | |
| 2.3.2.1 | 8.2.2 | <u>Bends 90 degrees (Class 9)</u> a) 250mm dia b) 160mm dia c) 90mm dia d) 75mm dia e) 63mm dia | no | 3 | | RATE ONLY |
| 2.3.2.2 | 8.2.2 | <u>Bends 45 degrees (Class 9)</u> a) 250mm dia b) 160mm dia c) 90mm dia d) 75mm dia e) 63mm dia | no | 3 | | RATE ONLY |
| 2.3.2.3 | 8.2.2 | <u>Bends 22.5 degrees (Class 9)</u> a) 250mm dia b) 160mm dia c) 90mm dia d) 75mm dia e) 63mm dia | no | 3 | | RATE ONLY |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--------------------------------|------------|--|------|-----|------|--------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 2.3.2.4 | 8.2.2 | <u>Equal Tee</u> | | | | |
| | | a) 160mm dia | no | 2 | | |
| | | b) 90mm dia | no | 2 | | |
| | | c) 75mm dia | no | 4 | | |
| | | d) 63mm dia | no | 5 | | |
| 2.3.2.5 | 8.2.2 | <u>Reducing Tee</u> | | | | |
| | | a) 160 x 90mm dia | no | 6 | | |
| | | b) 160 x 75mm dia | no | 2 | | |
| | | c) 160 x 63mm dia | no | 6 | | |
| | | d) 90 x 75mm dia | no | 3 | | |
| | | e) 90 x 63mm dia | no | 15 | | |
| | | f) 75 x 63mm dia | no | 14 | | |
| | | g) 63 x 75mm dia | no | 1 | | |
| 2.3.2.6 | 8.2.2 | <u>Equal Tee 45 degrees (Class 9)</u> | | | | |
| | | a) 160mm dia | no | 1 | | |
| | | b) 75mm dia | no | | | |
| | | c) 63mm dia | no | 6 | | |
| 2.3.2.7 | 8.2.2 | <u>Reducing Tee 45 degrees (Class 9)</u> | | | | |
| | | a) 160 x 75mm dia | no | 1 | | |
| | | b) 160 x 63mm dia | no | 1 | | |
| | | c) 75 x 63mm dia | no | 2 | | |
| 2.3.2.8 | 8.2.2 | <u>End Cap</u> | | | | |
| | | a) 160mm dia | no | 2 | | |
| | | b) 75mm dia | no | 1 | | |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--------------------------------|-------------------|---|----------------|------|------|--------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 2.4 | SABS 1200L | <u>VALVES - Supply</u> | | | | |
| 2.4.1 | 8.2.3 | Gate Valves fitted with resilient, rubberised metal gate. Valves to comply with SABS 664, Class 10, waterworks applications with cap top, plain thrust collar, non-rising spindle, clockwise closing. | | | | |
| | | a) 160mm DN | no | 5 | | |
| | | b) 90mm DN | no | 5 | | |
| | | c) 75mm DN | no | 3 | | |
| | | d) 63mm DN | no | 3 | | |
| | | e) 250mm DN | no | 3 | | |
| | | Supply and install scour valves complete with C.I. Tee, 50mm gate valve, valve chamber as per typical detail. | | | | |
| | | a) 90 mm ND | no | 4 | | |
| 2.5 | SABS 1200L | <u>ANCHOR/THRUST BLOCKS AND PEDESTALS</u> | | | | |
| 2.5.1 | 8.2.11 | Allow for Grade 15 concrete thrust blocks at every change on pipe direction and where directed by the Engineer's representative | m ³ | 35 | | |
| 2.5.2 | 8.2.12 | Allow for concrete casing where directed by the Engineer's | m ³ | 15 | | |
| 2.6 | | Yard Connections | | | | |
| 2.6.1 | | Supply and install pillar pipe standpipe with 25mm diameter brass biblock with thread to hose complete with tees, bends as shown on drawings including connection to erf connection | no | 1245 | | |
| 2.6.2 | | <u>PIPELINE MARKERS</u> | | | | |
| | | a) Valve Marker Posts | no | 60 | | |
| | | b) Hydrant Marker Posts | | | | |
| | | d) End cap markers | no | 5 | | |
| BALANCE CARRIED FORWARD | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Bulk Water &
Reticulation

BILL 2 : BULK WATER AND RETICULATION

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--|---------------|---|---------|-----|------|------------|
| BALANCE BROUGHT FORWARD | | | | | | |
| 2.7 | | <u>TIE-IN TO EXISTING MAINS</u> | | | | |
| 2.7.1 | | Allow for location, excavation and jointing to existing mains | no | 2 | | |
| 2.7.2 | | Allow for dealing with water in excavations by pumping or bailing | 1 | Sum | | |
| 2.7.3 | | Allow for Existing Services that intersect a trench | | | | |
| | | a) Water pipes | ProvSum | 1 | | R 5 000.00 |
| | | b) Electrical cables | ProvSum | 1 | | R 5 000.00 |
| 2.8 | 8.2.13 | VALVE AND HYDRANT CHAMBERS | | | | |
| 2.8.1 | | a) Valve boxes according to Drawings | No | 16 | | |
| TOTAL BILL 2 CARRIED FORWARD TO SUMMARY | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY
NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

Dayworks**BILL 3 : DAYWORKS**

| ITEM NO. | PAYM. REF. | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|--|------------|---|---------|-----|------|-----------|
| 3.1 | | <u>Dayworks Labour</u> | | | | |
| | | a) Contractor's Representative | hr | 5 | | Rate Only |
| | | b) Surveyor | hr | 3 | | Rate Only |
| | | c) Qualified artisan | hr | 10 | | Rate Only |
| | | d) Foreman, leader-hand (9 hr/workday) | workday | 2 | | Rate Only |
| | | e) Semi-skilled labourer (9 hr/workday) | workday | 5 | | Rate Only |
| | | f) Labourer (9 hr/workday) | workday | 5 | | Rate Only |
| 3.2 | | <u>Plant hire : Work Rates on Site</u> | | | | |
| 3.2.1 | | <u>Tipper truck (specify capacity)</u> | | | | |
| | | a) 5m ³ (small) | hr | 3 | | Rate Only |
| | | b) 10m ³ (large) | hr | 3 | | Rate Only |
| 3.2.2 | | <u>Flat bed truck (specify capacity)</u> | | | | |
| | | a) 5 ton (small) | km | 94 | | Rate Only |
| 3.2.3 | | LDV | km | 125 | | Rate Only |
| 3.2.4 | | Wheel loader: m ³ bucket (specify type) | hr | 3 | | Rate Only |
| 3.2.5 | | <u>Bull dozer</u> | | | | |
| | | a) m ³ (small) | hr | 3 | | Rate Only |
| 3.2.6 | | <u>TLB (Tractor Loader Backhoe)</u> (..... m ³ bucket) (specify type) | hr | 3 | | Rate Only |
| 3.2.7 | | <u>Compactor</u> | | | | |
| | | a) (specify applied force) kg | hr | 3 | | Rate Only |
| 3.2.8 | | <u>Concrete mixer (specify dry/wet capacity)</u> | | | | |
| | | a) (small towable) | hr | 5 | | Rate Only |
| 3.2.9 | | <u>Miscellaneous</u> | | | | |
| | | a) Compressor with capacity of ± 10m ³ /min | hr | 3 | | Rate Only |
| | | b) Water pump with 80mm outlet - diesel driven | hr | 3 | | Rate Only |
| TOTAL BILL 3 CARRIED FORWARD TO SUMMARY | | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY

NORTHAM UPGRADING OF WATER RETICULATION (WARD 7,8)

SUMMARY OF BILLS

| Description | Amount |
|--------------------------------------|--------|
| BILL 1 : PRELIMINARY & GENERAL | |
| BILL 2 : BULK WATER AND RETICULATION | |
| BILL 3 : DAYWORKS | |
| SUB-TOTAL A | |
| CONTINGENCIES @ 10% | |
| SUB-TOTAL B | |
| VAT @ 15% | |
| TOTAL TENDER AMOUNT | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C3 SCOPE OF WORKS

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

CONTENTS

C3.1 DESCRIPTION OF SITE AND ACCESS

C3.2 ENGINEERING

C3.3 PROCUREMENT

C3.4 SUB-CONTRACTING

C.3.5 CONSTRUCTION

C3.6 MANAGEMENT

C3.7 HEALTH AND SAFETY

C3.8 PROJECT SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 DESCRIPTION OF SITE AND ACCESS

C3.1.1 Employer's Objectives and Overview of the Works

NORTHAM-UPGRADING OF WATER RETICULATION

The main objective of the employer is to upgrade the water reticulation of a section in Northam (Ward 7)

- To deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines;
- To execute and complete the works with a high degree of safety, sensitivity to the environment and quality within a period of twelve months;
- Technical training for local community; and
- Creating work for the local community.

C3.1.2 Description of Site and Access

Northam Water reticulation project is located in Northam which is in the Waterberg District Municipality, and is under the jurisdiction of Thabazimbi Local Municipality.

C3.1.3 Extent of the Works

The scope of works under this contract includes the following activities but not limited to:

- Site establishment, maintenance and removal;
- Setting out;
- Accommodation of traffic;
- Clearing and grubbing, including removal or rubble on site;
- Pipe trenches excavation
- Placing Pipe Bedding
- Pipe Laying
- Backfill and Compaction
- Construction of Stand Pipes
- Connection of reticulation to existing mains

C3.1.3.1 Maintenance Works

The Contractor is responsible for the maintenance of the Works during construction and during the specified Maintenance Period (defect liability period) commencing from the date of the practical completion of all the Works.

C3.1.4 Other Simultaneous Contracts

There will be no other contracts on the site.

C3.1.5 Construction program

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their preliminary programme for the construction of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.6 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.1.7 Site Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing of his construction personnel and all regulations stipulated by the local authority shall be adhered to. It is anticipated that the contractor’s choice of site camp will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in the regard.

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

| Description | Responsibility |
|--|--------------------------------|
| Design of Works | Engineer |
| Concept, feasibility and overall process | Client |
| Basic Engineering and detail layouts to tender stage | Engineer |
| Final Design of Works | Engineer |
| Final Design to approved for construction stage | Client |
| Preparation of tender documentation & adverts | Engineer |
| Appointment of soil test / topographical surveyors | Client |
| Appointment of sub-contractors | Contractor |
| Supervision | Engineer |
| Preparation of as-built drawings | Contractor / Engineer |
| Completion certificate | Engineer / Client / Contractor |

C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract (for tendering purposes only):

| | |
|---------------------------------|--------------------------------------|
| Drawing No. AES-TLM-NTHM-C201 : | NORTHAM WATER RETICULATION LAYOUT |
| Drawing No. AES-TLM-NTHM-C008 : | PIPE BEDDING DETAILS |
| Drawing No. AES-TLM-NTHM-C011 : | ISOLATION VALVES DETAILS |

The applicable drawings mentioned above are attached at the end of this section (C3 – Scope of Work).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Thabazimbi Local Municipality and The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular subcontractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience;
- Work which will be sub-contracted to him/her; and
- Approximate value of the work to be sub-contracted.

Before the Engineer in terms of Clause 38 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5 CONSTRUCTION

C3.5.1 Work Specifications

The following applicable standardized and particular specifications are relevant to this contract:

STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

| | | |
|----------------|--------------------|-----------------------------------|
| SAICE | | Tel : (011) 805-5947 |
| Waterfall Park | / Postnet Suite 81 | Fax : (011) 805-5971 |
| Howick Gardens | / Private Bag X65 | |
| Vorna Valley | / Halfwayhouse | Contact Person : Angeline Aylward |
| Becker Street | / 1685 | |
| Midrand | | |

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following applicable standardized and particular specifications are relevant to this contract

| | |
|---------------|----------------------------|
| SANS 1200 A | General |
| SANS 1200 C | Site Clearance |
| SANS 1200 DAH | Earthworks (small works) |
| SANS 1200 DB | Earthworks (Pipe trenches) |
| SANS 1200 L | Medium Pressure Pipelines |
| SANS 1200 GA | Concrete (small works) |
| SANS 1200 LB | Bedding (pipes) |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site.

The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment

- Source of Water Supply
- Sources of power supply
- Location of camp and depot
- Temporary offices
- Laboratory facilities
- Sanitary facilities
- Name Boards (Name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded)
- Survey assistant and equipment

C3.5.6 Site Usage

Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor’s attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

Blasting

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless–

- a. it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- b. the firing mechanism is so designed that the explosive powered tool will not function unless–
 - I. it is held against the surface with a force of at least twice its weight; and
 - II. the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

| | | | | | |
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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- a. are of an acceptable design and construction;
- b. are maintained in a good working order;
- c. are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- d. are operated by workers who:
 - I. have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - II. are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- e. arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- f. are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- g. where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- h. are equipped with an electrically operated acoustic signalling device and a reversing alarm;
- i. are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register;
- j. no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- k. every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- l. the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- m. every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- n. bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- o. whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation; and
- p. when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6 MANAGEMENT

C3.6.1 Management of the Works

Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is R **2000.00** per day.

Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- I. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- II. provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

All labour is to be sourced from the Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be determined by the Department of labour guidelines.

This will be payable by the Contractor on a monthly basis. The Contractor's attention is drawn to the standard rates specification ("*Annexure A*" – *Civil Engineering Industry Minimum Wage rates per hour*;) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- Provision is specifically made for it in the Contract; or
- Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter. **Refreshments are to always be served at meetings and lunch at monthly meetings**

Communication

The contact person for the Consultant is: G. Kalenga

Contact No: 015 291 3305

Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- Wages and conditions of work; and
- Safety

Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- Has abandoned the contract; or
- Without reasonable excuse has failed to commence the Works in terms of Clause 9 of the General Conditions of Contract for Construction Works Third Edition (2015), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- Has failed to proceed with the Works with due diligence; or
- Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.7 HEALTH AND SAFETY

Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- That the Safety Plan is on site at all times
- That the Contractor's Safety file is on site at all times
- That the Safety Officer is on site at all times
- That Safety meetings are conducted as per the Safety Plan
- That employees are working under safe conditions
- That the public is not placed in danger
- That there is no harm to the environment

Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Local Municipality. All work is to be to the satisfaction of the Engineer.

Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury of death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.8 PROJECT SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

PSA: SANS 1200 A – GENERAL

PSA 1 QUALITY AND SAMPLES (Subclause 3.1)

Add to the Subclause:

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

PSA 2 CONTRACTOR'S OFFICE AND STORES (Subclause 4.2)

Add to the Subclause:

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

PSA 3 APPROVED LABORATORIES (Subclause 7.2 of SANS 1200A General)

It is not required for the Contractor to supply a laboratory for testing materials on site, and he may submit the name and credentials of a local commercial laboratory, for approval by the Engineer if he so requires.

PSAB: SANS 1200 AB – ENGINEERS OFFICE

PSAB 1 SURVEY ASSISTANT AND EQUIPMENT

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer.

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as a theodolite and/or level plus accessories.

PSAB 2 FACILITIES FOR ENGINEER

No specific offices are required for the Engineer on this contract. The contractor is however expected to have enough space for the holding of site meetings.

PSC: SANS 1200 C – SITE CLEARANCE

PSC 1 DISPOSAL OF SURPLUS MATERIAL (Subclause 3.1)

The disposal site is at the discretion of the Contractor but with approval from the Engineer.

PSDB: SANS 1200 DB – EARTHWORKS (PIPE TRENCHES)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB 1 PRECAUTIONS (Subclause 5.1)

Add the following to Subclause 5.1.1 General:

Delete the first four lines and substitute the following:

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the “excavator” and “a person who is competent to pronounce on the safety” of all bracing and shoring as set out in regulation 13 (demolition and excavation) of the General Safety Act No 6 of 1983 as published in the Government Gazette no 10252 Volume 251 page 30 of May 1986 (as amended).

PSDB 2 PROGRAMMING OF TRENCH EXCAVATION

The Contractor shall program his works in such a way that excavation and backfilling for all types of trenches will be completed before the construction of the subbase layer.

PSDB 3 BACKFILLING (Subclause 3.5b and 5.7.2)

All trenches that cross the roadway will be provided with the material and compacted to the specification as per the original layerworks of the road that has been crossed.

PSDB 4 BEDDING CLASS (Clauses 8.2.3, 8.3.2a & 8.2.3b)

Unless shown otherwise on the drawings all bedding shall be of a class B type for concrete pipes, and bedding for flexible pipes (if utilised) as per section 1200 DB of SANS 1200

PSDB 5 TRANSPORT FOR EARTHWORKS AND TRENCHES (Subclause 5.6.8)

Add the following to clause 5.2.6.1 of SANS 1200 DA:

Notwithstanding anything stated to the contrary, the freehaul distance on this contract will be taken as 2,0km.

PSDB 6 EXCAVATION (Subclause 5.4)

Add to the subclause:

Excavation through surfaced roads is to be carried out in such a way that the edge of the surfacing forms a straight and true line after excavation.

PSDB 7 BARRICADING AND LIGHTING (Subclause 5.1.1.1)

Delete the Subclause and substitute the following:

In terms of the Occupational Health and Safety Act and Regulations (as amended), every excavation that is accessible to the public or that is adjacent to a public road or thoroughfare, or by which the safety of persons may be endangered, shall be

For Excavations Other Than Trenches:

- i) Adequately protected by a barrier or fence at least one metre high erected as close to the excavation as is practicable; and
- ii) Provided with red warning lights or any other visible boundary indicators at night or when visibility conditions are poor; and

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- iii) Inspected by watchmen employed by the Contractor to ensure that barricades and lights are effective at all times.

For Trench Excavations

i) Adequately protected by means of at least two horizontal double sided 'red/white' Chevron Tapes approved by the Engineer. The tapes shall be stretched tightly between suitable supports along both sides and ends of the excavation at levels approximately 0,45 m and 1,25 m above the ground. The supports shall consist of poles or iron standards securely planted in solid ground at not more than 10 m centres so as to enclose the spoil and the excavations.

ii) Provided with red warning light or any other visible boundary indicators at night or when visibility conditions are poor. The spacing between lamps along an open trench shall be not greater than 10 metres. All lamps shall be kept in good order and continuously lit from dusk to dawn and the Contractor shall employ a night watchman to ensure that the lamps remain lit.

iii) Provided with a sufficient number of steel plates at least 2 m x 1,20 m x 8 mm thick which may be laid across open excavated trenches to provide bridges for vehicles along the route of the work as and where may be considered necessary by the Engineer. The Contractor shall make such plates available on Site at all times.

iv) Provided with protection for a private vehicular or a pedestrian crossing over an open trench. Such crossings shall be protected on each side by a stout two rail timber fence, at least 1 m high, consisting of 150 mm x 75 mm timber verticals set 0,50 m into the ground, with 75 mm x 50 mm rails securely nailed to them. Where timber is used for bridges, it must be battened underneath to prevent tipping. At least 4 lamps must be provided at each crossing.

v) Provided with warning barriers in addition to the barricading and light requirements set out above, where construction is in, or across, public roads. The barriers shall comprise 225 mm x 40 mm timbers firmly fixed to heavy supports. The barriers shall be located at least 20 m distance from the obstruction in the directions of all approaching traffic; and the requisite ROAD CLOSED, DEVIATION and other signs shall be prominently displayed well in advance of the work. All such signs and positioning thereof shall comply with the requirements set out in the S.A. Road Traffic Signs Manual.

Where only a portion of the roadway is closed suitable empty drums or pipes painted white shall be placed along the traffic side at distances not more than 20 m apart.

Lamps in good order shall be provided one to each drum or pipe and at least five to each barricade, in addition all poles and warning notices shall be clearly marked by means of approved reflecting material.

vi) Regularly inspected by watchmen employed by the Contractor to ensure that barricades, bridges, warning barriers and lights are effective at all times.

PSGA SANS 1200 GA – CONCRETE (SMALL WORKS)

PSGA 1 CEMENT (Subclause 3.2)

Unless written consent to the contrary is received from the Engineer, all cement used on the contract will be Ordinary Portland cement (CEM I 42,5).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSGA 2 FINISH (Subclause 4.4.2)

All exposed concrete surfaces shall be floated off to the necessary gradients and planes, and while still green, will be finished off to a smooth surface with a wooden trowel.

PSGA 3 STRENGTH CONCRETE (Subclause 5.4.1.5)

The strength concrete necessary for the different portions of the work is as follows:

| GRADE | ITEM |
|-------|---|
| 20/20 | All valve and meter box covers and bases, thrust blocks |
| 20/20 | Encasement of pipes |
| 20/20 | Reinstatement of driveways |

Should concrete for the works be mixed on site, the Contractor is to provide the Engineer with a mix design carried out by an approved laboratory for approval. The Contractor is also to furnish the Engineer with the methodology and equipment to be used for the mixing of concrete for approval by the Engineer. Six tests cubes are to be taken prior to the first concrete pour, and the 7-day result will be utilized as a first indication of suitability of the mix design. Approval will however be based on the 28 day strength.

PSL: SANS 1200 L – MEDIUM PRESSURE PIPELINES**PSL 1 uPVC PIPES (Subclause 3.7.1)**

Add the following to the end of this Clause:

“..... or ISO 4422.”

PSL 2 DEPTHS AND COVER (Subclause 5.1.4)

Add the following Subclause:

The minimum depth of cover to the main pipeline is to be 1000 mm except at road crossings where the cover is to be at least 1200 mm.

PSL 3 LAYING – GENERAL (Subclause 5.1.1)

Add the following to Subclause 5.1.1:

“Pipelaying shall not be carried out in trenches which have not been approved by the Engineer. The total length of water main which has not been tested and approved may not exceed 500 m.”

PSL 4 VALVES

All valves shall be right hand closing with non-rising spindle and cap.

PSLB: SANS 1200 - BEDDING (PIPES)**PSLB 1 SELECTED FILL MATERIAL (Subclause 3.2)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In the second line delete "PI not exceeding 6" and substitute with "PI not exceeding 10".

PSLB 2 BEDDING (Subclause 3.3)

All pipes under this Contract will be considered as being flexible pipes.

PSLB 3 SUITABLE MATERIAL AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.1)

Delete the Subclause and substitute the following:

The excavation of a pipe trench shall comply with the requirements of Subclause 5.4 of SANS 1200 DB and the provisions of Subclause 3.7 of SANS 1200 DB (in terms of which, for the purpose of providing bedding materials, the Contractor is not required to use selective methods of excavating) shall apply. Nevertheless the Contractor shall take every reasonable precaution to avoid burying or contaminating material that is suitable and is required for bedding or covering the pipeline. If, in the opinion of the Engineer, bedding material can be produced from the excavated material, the Contractor, if so ordered by the Engineer, shall screen or otherwise treat (as Scheduled) the excavated material in order to produce material suitable for bedding (see also Subclause 8.1.2).

PSLB 4 STONE BEDDING (New Subclause 5.2.5)

Add new Subclause:

Where ordered by the Engineer, special drains consisting of a 40 mm thickness of 6mm to 20mm graded stone extending the full width of the trench shall be provided below the bedding to the pipes. The excavation for these drains will be measured in cubic metres at the contract rate applying to unsuitable excavation below the bottom of the trench. The stone filling will be paid for per cubic metre. All measurements in this connection will be to a width equal to the base widths and depths ordered.

PSLB 5 SELECTED FILL BLANKET (Subclause 5.3(b))

Delete the words "200 mm" from title.

PSLB 6 CONCRETE CASING TO PIPES (Subclause 5.4)

Add to the Subclause:

Where concrete encasing is ordered by the Engineer it is to be of grade 20/19 concrete with a minimum thickness of 150 mm above the top of the pipe.

PSLB 7 MOISTURE CONTENT AND DENSITY (Subclause 6.1)

Add to the Subclause:

The permissible deviations applicable are to be to Degree of Accuracy II.

PSLB 8 VOLUME OF BEDDING MATERIALS (Subclause 8.1.3)

Add to the Subclause:

(c) The volume of bedding material shall be measured nett i.e. the volume of the pipe is to be deducted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLB 9 FREEHAUL (Subclause 8.1.6)

The freehaul that applies to selected granular and selected fill material shall be 1,5km.

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

Duties of the Community Liaison Officer

The Community Liaison Officer’s duties will be:

- I. To be available on site daily between the hours of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 16:00 in the afternoon.
- II. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- III. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- IV. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a “labour desk”.
- V. To attend all meetings in which the community and/or labour are present or are required to be represented.
- VI. To assist in the identification, and screening of labourers from the community in accordance with the contractor’s requirements.
- VII. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- VIII. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- IX. To keep a daily written record of his interviews and community liaison.
- X. To attend monthly site meetings to report on labour and RDP matters.
- XI. All such other duties as agreed upon between all parties concerned.
- XII. To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).

Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a twelve months’ basis, but with the option of renewal.

B1232 SUBCONTRACTORS

Over and above the stipulations of clause 4.4 of the General Conditions of Contract 2015, regarding subletting of part of the works, it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 4.4 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1234 WORKMEN'S COMPENSATION ACT

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

All labour employed on the site shall be covered by the Compensation for Occupational

Injuries and Diseases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen’s Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that:
 - Describes the organisation of work.
 - Contains aspects concerning the protection of the employees and other persons’ health and safety.
 - Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

Measurement and payment shall be in accordance with the general conditions of contract.”

The tendered percentage is a percentage of the amount actually spent under the sub-items B12.01, B12.03 to B12.06, which shall include full compensation for the handling costs of the contractor, and the profit.

The prime cost sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C4 SITE INFORMATION

Documents included in this section should describe the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Normally only actual information about physical conditions of the site and its surroundings is included in the site information and interpretation is a matter for the tenderer.

Location

Northam Water reticulation project is located in Northam which is in the Waterberg District Municipality, and is under the jurisdiction of Thabazimbi Local Municipality.

The central locality GPS coordinates for Northam are as follows:

- Longitude: (E) 27°15'49.59"
- Latitude: (S) 24°57'17.44"

Benchmarks

All benchmark information will be supplied during construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C5 RELEVANT INFORMATION

The following documents forms part of the contract:

- I. Preferential Procurement Regulations 2017;
- II. Thabazimbi Local Municipality Supply Chain Management Policy (Can be downloaded from the Municipality website);
- III. Thabazimbi Local Municipality Health and Safety Specification; and
- IV. EPWP Guideline

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THABAZIMBI LOCAL MUNICIPALITY



PROJECT NO:

NORTHAM-UPGRADING OF WATER RETICULATION

C6 DRAWINGS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NORTHAM

(E) 27° 15'49.59"

(S) 24° 57'17.44"



DRAWING STATUS:
TENDER

LEGEND



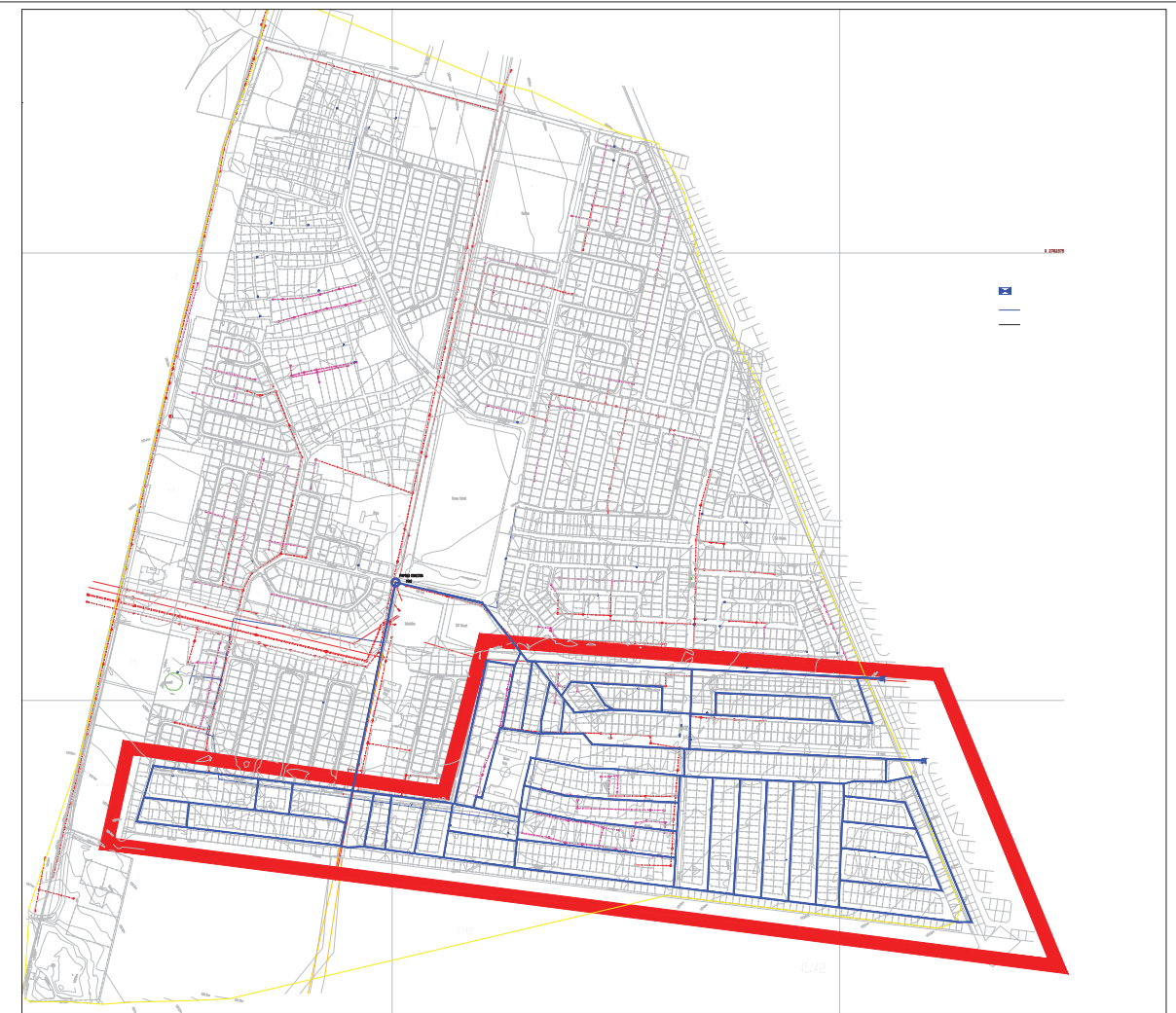
Gate Valve



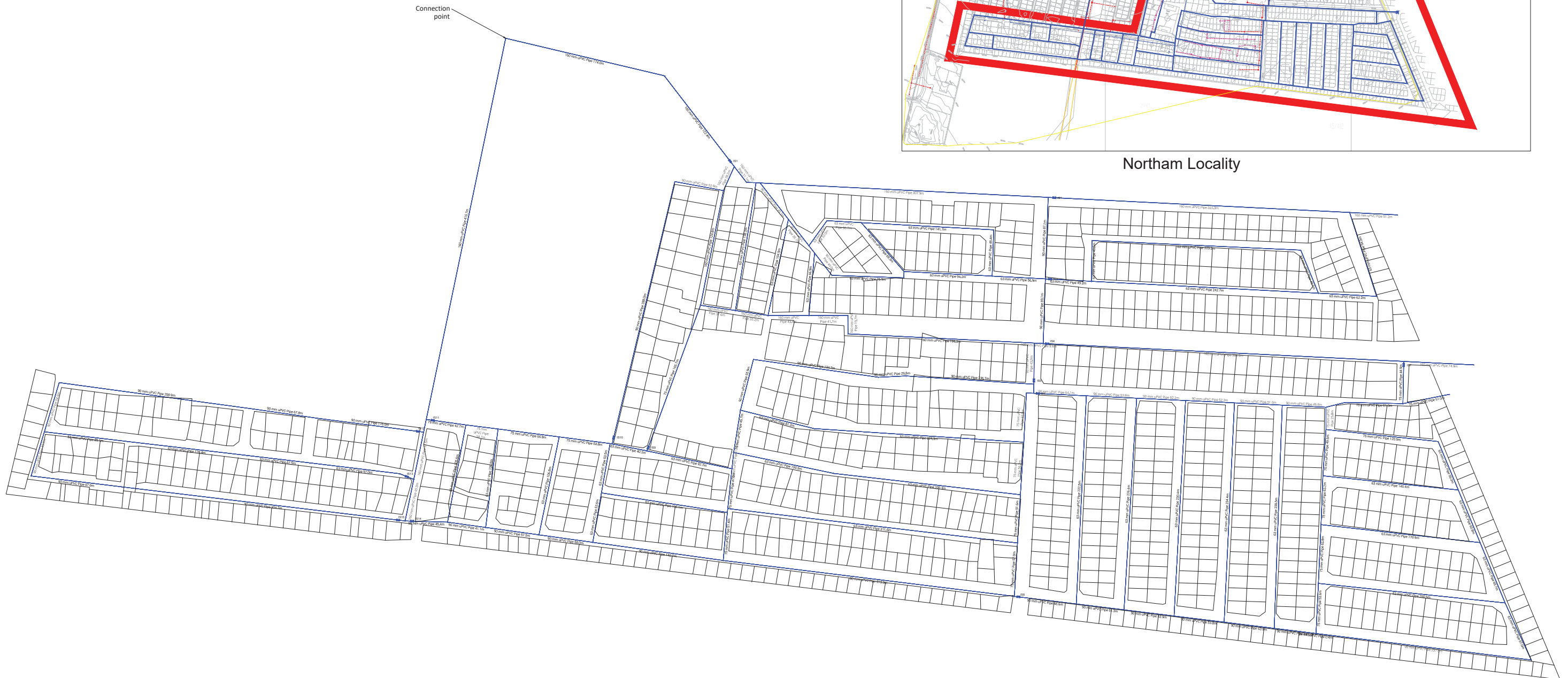
Water Pipe



Fenceline



Northam Locality

[illegible]

Civil Engineers



P.O. Box 15439,
Fauna Park,
0787
Tel: 015 291 3305
Fax: 086 218 8529
email: admin@aesconsulting.co.za

| | | | | |
|----|----------------|-----------------|-----------|-----------|
| | NAME | PR. NUMBER | SIGNATURE | DATE |
| BY | DESIGNED | GEORGE KALEMBA | | |
| | DRAWN | EMMANUEL NYENGE | | 20-7-2021 |
| | CHECKED | | | |
| | PROJ. ENGINEER | | | |
| | PROJ. MANAGER | | | |
| | APPROVED | | | |

CLIENT APPROVAL

| TITLE | INITIAL | SIGNATURE | DATE |
|------------------|---------|-----------|------|
| GENERAL MANAGER | | | |
| PROJECT MANAGER | | | |
| PROJECT ENGINEER | | | |

CLIENT



Thabazimbi Municipality
7 Rietbok Street
Thabazimbi 0380
Tel: 014 777 1525
Fax: 014 777 1531

PROJECT / DRAWING TITLE

NORTHAM UPGRADING OF WATER
RETICULATION (WARD7, 8)

WATER RETICULATION LAYOUT

SCALE:

AS SHOWN

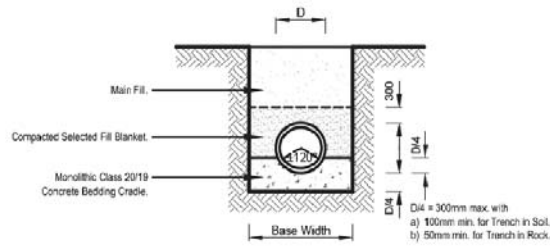
CONTRACT No.

—

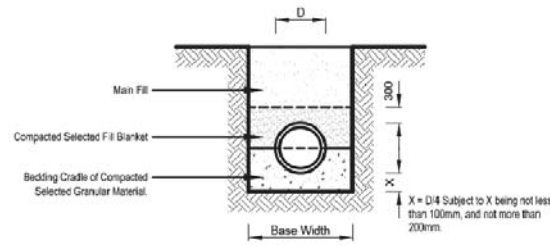
DRAWING No.



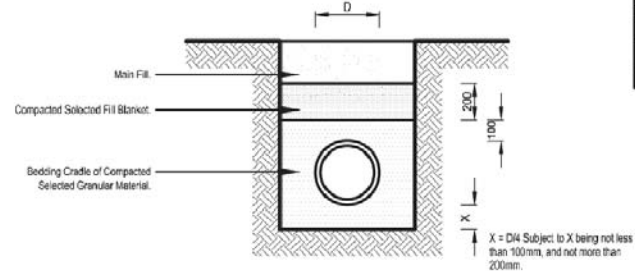
DRAWING STATUS:
TENDER



RIGID PIPE ON CLASS A BED

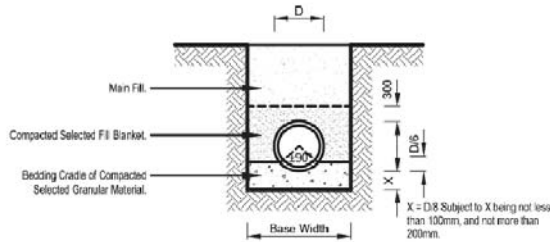


RIGID PIPE ON CLASS B BED

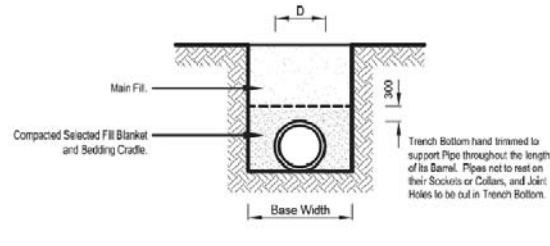


BEDDING FOR FLEXIBLE PIPES

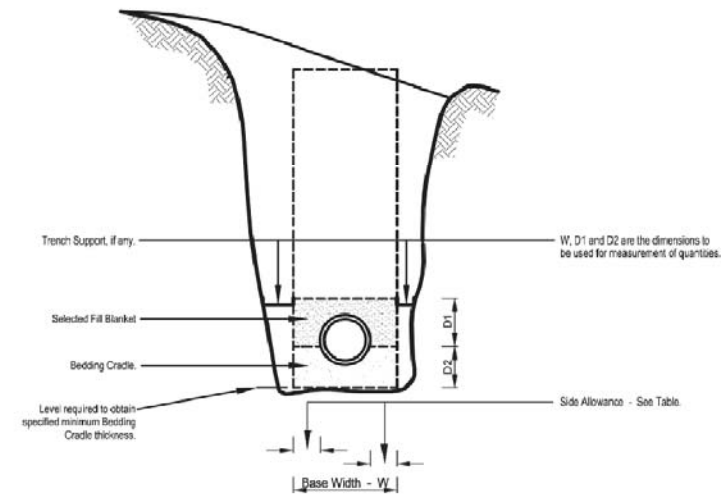
| MINIMUM BASE WIDTH FOR PIPE TRENCHES | | |
|--------------------------------------|---------------------|----------------------------------|
| EXTERNAL PIPE DIAMETER (mm) | UP TO AND INCLUDING | SIDE ALLOWABLE ON EACH SIDE (mm) |
| OVER | | |
| - | 125 | 300 |
| 125 | 700 | 300 |
| 700 | 1000 | 400 |
| 1000 | 2000 | 500 |
| 2000 | - | 600 |



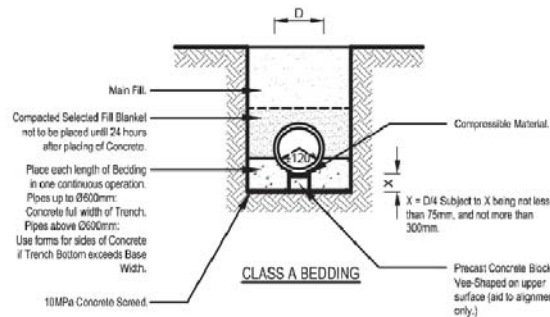
RIGID PIPE ON CLASS C BED



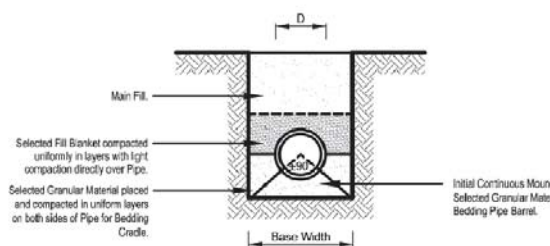
RIGID PIPE ON CLASS D BED



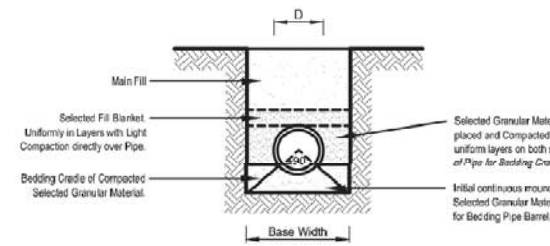
MEASUREMENT OF BEDDING



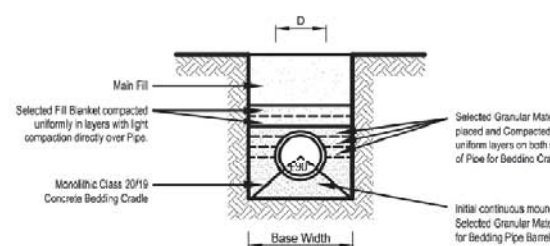
CLASS A BEDDING



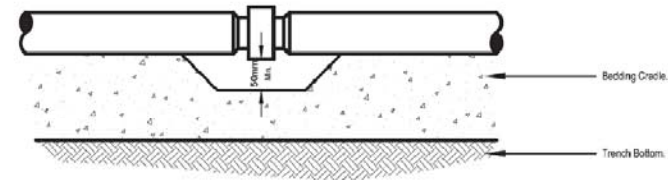
CLASS B BEDDING



RIGID PIPE ON CLASS C BED



FLEXIBLE PIPE SUPPORTED ON
SELECTED GRANULAR MATERIAL



TYPICAL JOINT POCKETS

| REV | DRAWINGS TITLE | CHK | APP | DESCRIPTION | DATE | CHK | APP |
|-----|--------------------|-----|-----|-------------|------|-----|-----|
| | REFERENCE DRAWINGS | | | REVISIONS | | | |

Civil Engineers

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7707
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email: admin@aesconsulting.co.za

| DESIGNED | NAME | PR. NUMBER | SIGNATURE | DATE |
|----------------|-----------------|------------|-----------|-----------|
| DRAWN | CURTIS ROBINSON | | | 16-3-2021 |
| CHECKED | | | | |
| PROJ. ENGINEER | | | | |
| PROJ. MANAGER | | | | |
| APPROVED | | | | |

| CLIENT APPROVAL | | | |
|------------------|---------|-----------|------|
| TITLE | INITIAL | SIGNATURE | DATE |
| GENERAL MANAGER | | | |
| PROJECT MANAGER | | | |
| PROJECT ENGINEER | | | |

CLIENT

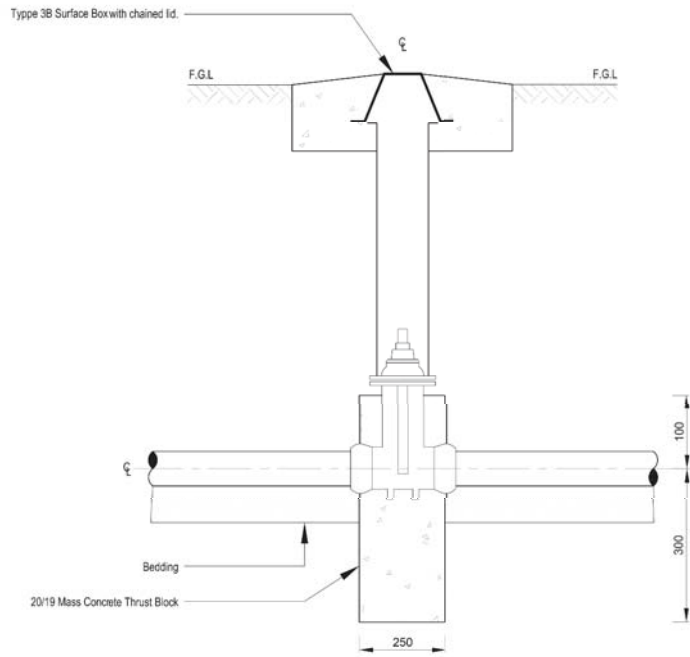
THABAZIMBI Municipality

Thabazimbi Municipality
7 Rietbok Street
Thabazimbi 0380
Tel: 014 727 1525
Fax: 014 777 1531

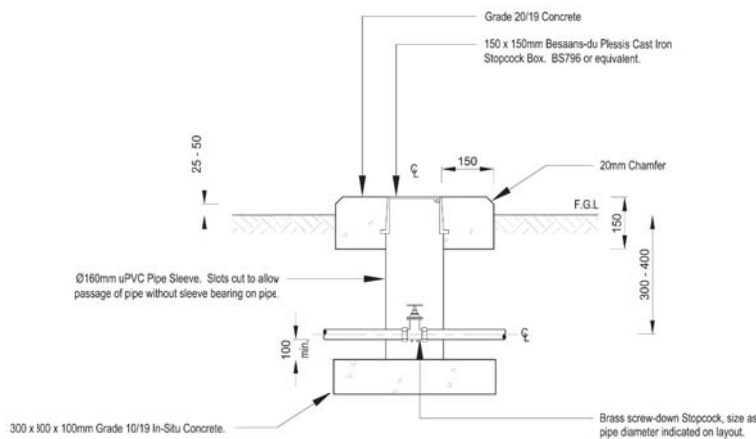
| PROJECT / DRAWING TITLE | |
|--|--|
| NORTHAM UPGRADING OF WATER RETICULATION (WARD7, 8) | |
| PIPE BEDDING DETAILS | |

| | | |
|-------------------|----------|-----------------|
| SCALE: | AS SHOWN | SHT. No. 1 of 1 |
| CONTRACT No. | - | EMIS NUMBER: |
| DRAWING No. | - | |
| AES-TLM-NTHM-C008 | | |

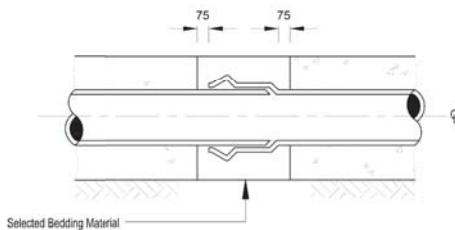
DRAWING STATUS:
TENDER



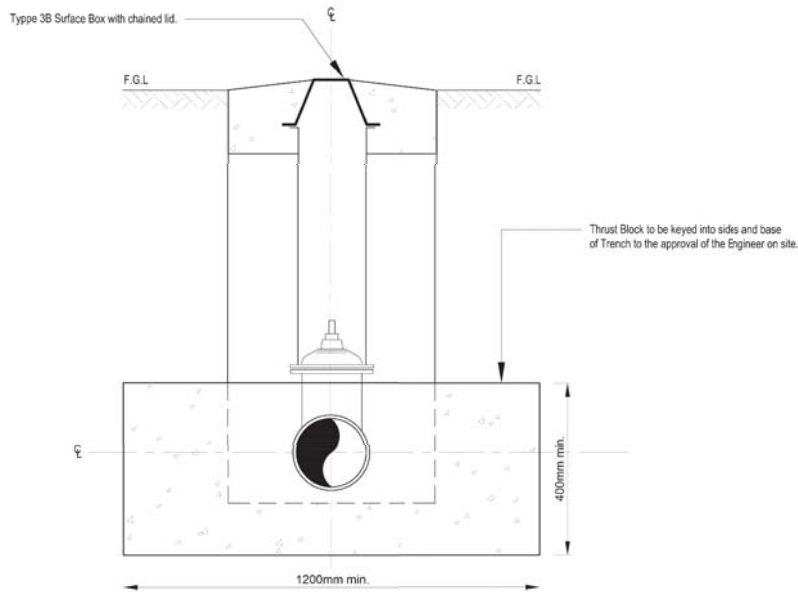
LINE VALVE - LONG SECTION
Scale 1: 10



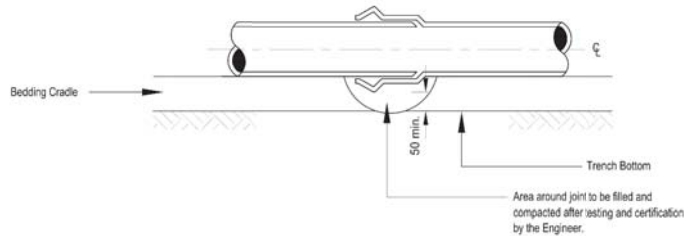
TYPICAL STOPCOCK CHAMBER
Scale 1: 10



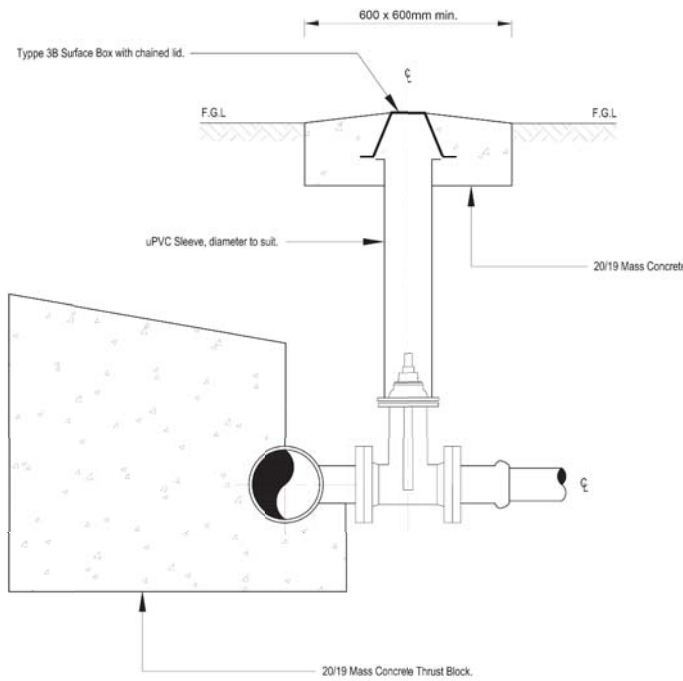
DETAIL AT JOINT - CONCRETE SURROUND
Scale 1: 10



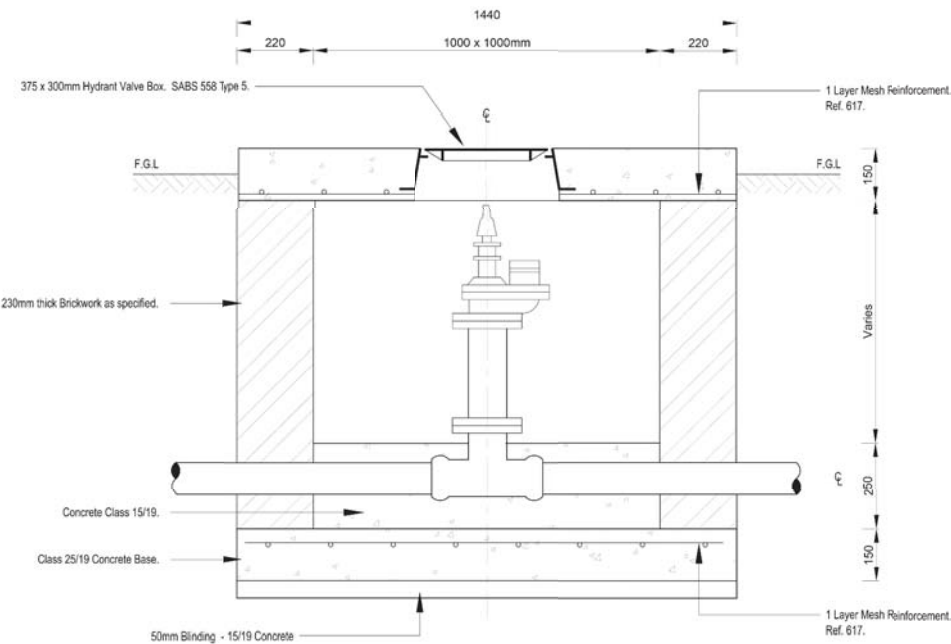
LINE VALVE - CROSS SECTION
Scale 1: 10



TYPICAL JOINT POCKETS
Scale 1: 10



VALVE AT FLANGED TEE
Scale 1: 10



BRICKWORK HYDRANT CHAMBER DETAILS
Scale 1: 10

- NOTES:
1. Refer to all relevant drawings and specifications, do not scale any dimensions.
 2. Where discrepancies occur between the project drawings and specifications, these should be reported immediately to the Principal Agent.
 3. All dimensions and levels to be checked on site, and correlated with the Engineers drawing before construction commences.

| REV | DRAWINGS TITLE | CHK | APP | DESCRIPTION | DATE | CHK | APP |
|-----|--------------------|-----|-----|-------------|------|-----|-----|
| | REFERENCE DRAWINGS | | | REVISIONS | | | |

Civil Engineers

AES consulting

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0757
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email: admin@aesconsulting.co.za

| | NAME | PR. NUMBER | SIGNATURE | DATE |
|----------------|-----------------|------------|-----------|-----------|
| DESIGNED | CUTHBERT NGUMBE | | | 16-3-2021 |
| DRAWN | THABAZIMBI | | | |
| CHECKED | | | | |
| PROJ. ENGINEER | | | | |
| PROJ. MANAGER | | | | |
| APPROVED | | | | |

| CLIENT APPROVAL | | | |
|------------------|---------|-----------|------|
| TITLE | INITIAL | SIGNATURE | DATE |
| GENERAL MANAGER | | | |
| PROJECT MANAGER | | | |
| PROJECT ENGINEER | | | |

CLIENT

THABAZIMBI Municipality

Thabazimbi Municipality
7, Rietbok Street
Thabazimbi 0380
Tel: 014 777 1525
Fax: 014 777 1531

| PROJECT / DRAWING TITLE | |
|--|--|
| NORTHAM UPGRADING OF WATER RETICULATION (WARD7, 8) | |
| ISOLATION VALVE DETAILS | |

| | | |
|--------------|-------------------|-----------------|
| SCALE: | AS SHOWN | SHT. No. 1 of 1 |
| CONTRACT No. | - | EMIS NUMBER: |
| DRAWING No. | AES-TLM-NTHM-C011 | |