

NDLAMBE MUNICIPALITY



TENDER DOCUMENT

TENDER 18/2526 REPLACEMENT OF 2 ML RO PUMPING MAIN PIPELINE

NAME OF BIDDER : _____

BIDDERS CSD NO : _____

CONTACT PERSON : _____

TELEPHONE NO. : _____

EMAIL ADDRESS : _____

PHYSICAL ADDRESS : _____

: _____

: _____

: _____

CLOSING DATE: FRIDAY, 20 FEBRUARY 2026 AT 12:00



NDLAMBE MUNICIPALITY
TENDER 18/2526

**INVITATION TO TENDER – REPLACEMENT OF 2 ML RO PUMPING
MAIN PIPELINE**

Ndlambe Municipality hereby invites suitably qualified and experienced contractors with a **minimum CIDB grading of 3CE or 3ME** to submit tenders for the replacement of sections of the existing 2 ML Reverse Osmosis (RO) product water pumping main pipeline, including the installation of non-return valves along the rising main.

Background

The existing 2 ML Reverse Osmosis (RO) product water pipeline comprises approximately 156 metres of galvanised steel piping, which has suffered severe corrosion over time. This deterioration has resulted in frequent maintenance interventions, an increased risk of pipeline failure, and significant water losses within an area already experiencing severe water stress.

Purpose of Tender

To address these challenges and improve the long-term reliability and hydraulic performance of the system, the Municipality intends to replace the affected section of the rising main with a 315 mm HDPE PN16 pipeline and install strategically located non-return valves along the pumping main.

EVALUATION

Bids will be evaluated on compliance with specifications and functionality as follows (the detailed requirement matrix is set out in the returnable document).

Functionality Criteria	Maximum number of points
Company Experience	60
Key Personnel	40
Maximum possible score for functionality (MS)	100

Bidder proposals that do not achieve a functionality score of at least 70 percent will NOT proceed to the Price/Specific Goals points calculation stage of the evaluation process.

Bid compliance requirements:

1. The validity period for this submission will be 90 days from the closing date unless extended by the Ndlambe Municipality.
2. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid. The right to accept any tender and, or part thereof, appoint more than one bidder, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any bidder.
3. An original tax clearance certificate issued by SARS must accompany all tenders OR a tax reference number and PIN or TCC number must be provided. Tax status will also be verified against the Central Supplier Database (CSD)
4. Evidence of registration of company on the Central Supplier Database must be provided (CSD "MAAA" number).
5. Bidders must complete the following forms, which are included in the returnable document:
 - o Declaration of Interest (**MBD4**).
 - o Declaration for procurements above R5 million (VAT INCLUDED) (**MBD 5**)
 - o Declaration of Bidder's Past Supply Chain Management Practices (**MBD8**).
 - o Certificate of Independent Bid Determination (**MBD9**).
6. Bidders who wish to claim for preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form **MBD 6.1** (included in the returnable document) as well as a **certified copy** of the proof of B-BBEE status level of contribution as follows:
 - o In the case of an **Affidavit**, both the Commissioner of Oaths stamp for the Affidavit itself (the "commissioning") AND a "true copy" stamp (which certifies the document as being a true copy of the original) are required i.e. **TWO stamps are required**.
 - o In the case of a **B-BBEE Certificate**, only a "true copy" stamp and signature (which certifies the document as being an accurate copy) is required i.e. **ONE stamp is required**.
 - o In the case of a Joint Venture, a consolidated B-BBEE certificate.
7. Bidders are required to submit:
 - o audited annual financial statements for the past three years; or since establishment, if established during the past three years.
 - o particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution must be declared of such contracts.
 - o A statement indicating whether or not any portion of the goods or services required by the municipality are expected to be sourced from outside the Republic, and, if so, what portion and also whether or not any portion of the payment to be made by the municipality is expected to be transferred out of the Republic.
8. A Municipal Billing Clearance Certificate, which covers, if applicable, both the company and its directors, must accompany all bids (included in the returnable document).
9. It should be noted that the 80/20 or 90/10 preferential points system will be applied, for Specific Goals as defined in the Preferential Procurement Policy during the RFQ stage.
10. The award will be made in terms of the Municipality's Preferential Procurement and Supply Chain Management Policies.
11. Documents are to be completed in full and in accordance with the conditions and bid rules contained in the bid documents.

To ensure that tenders are not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents. The returnable tender document, which includes full details of the specifications, is available for download, **free of charge**, from Ndlambe Municipality's website <https://ndlambe.gov.za/web/returnable-bid-documents/>

N.B. Bidders requiring a hard copy to be supplied by the municipality must pay a non-refundable tender deposit of R134.35 inclusive of VAT. In the latter case, the original receipt should be attached to the submitted tender

document.

BIDS MAY ONLY BE SUBMITTED ON THE BID DOCUMENTATION ISSUED BY NDLAMBE MUNICIPALITY.

Tender documents may be collected from the Supply Chain Management office at Ndlambe Local Municipality Offices, 44 Campbell Street, Port Alfred, 6170 from **12 FEBRUARY 2026** (office hours 08h00 until 16h00) or downloaded from the Ndlambe Municipality website <https://ndlambe.gov.za/web/returnable-bid-documents/>

Late submitted, unmarked, faxed, falsified, incomplete or e-mailed proposals will not be considered and will be disqualified. Completed Tender documents, supporting documents and externally endorsed documents must be placed in a sealed envelope marked "T18/2526 REPLACEMENT OF 2 ML RO PUMPING MAIN PIPELINE" and deposited in the

Tender Box at the Supply Chain Management Offices, 44 Campbell Street, Port Alfred not later than 12h00 on **20 February 2026**. Tenders will be opened at the Supply Chain Management Unit at 12h05 on the same day.

N.B. ENVELOPES NOT MARKED AS INDICATED ABOVE WILL NOT BE OPENED AND SUCH BIDS WILL BE DISQUALIFIED.

Further technical details may be obtained from Mr K Sanyamandwe at Tel: 046604 5511 ksanyamandwe@ndlambe.gov.za

**NOTICE NUMBER: 36/2026
12 FEBRUARY 2026**

**MRS L MANELI_PAYI
ACTING MUNICIPAL MANAGER**

NOTICE BOARDS, WEBSITE, TALK OF THE TOWN

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INVITATION TO BID (MBD 1)

**YOU ARE HEREBY INVITED TO SUBMIT A PROPOSAL FOR T18/2526–
REPLACEMENT OF 2 ML RO PUMPING MAIN RO PLANT**

BID NUMBER: TENDER 18/2526 **CLOSING DATE:** 20 FEBRUARY 2026 **CLOSING TIME:** 12H00

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID DOCUMENTS TOGETHER WITH ALL SUPPORTING DOCUMENTATION MUST BE DEPOSITED IN THE CORRECT BID BOX SITUATED AT:

NDLAMBE MUNICIPALITY tender box on the 1st Floor, Supply Chain Management office, 44 Campbell Street, Port Alfred.

Bidders should ensure that bids are delivered timeously to the correct address and placed in the bid box. If the bid is late, or if it is deposited in an incorrect box it will not be accepted for consideration.

The physical bids must be submitted during office hours, namely 08H30 to 16H00 Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL TENDER DOCUMENTATION PROVIDED BY THE NDLAMBE MUNICIPALITY.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NDLAMBE LOCAL MUNICIPALITY					
Bid Number:	18/2526	Closing Date:	20 FEBRUARY 2026	Closing Time:	12:00
Description:	REPLACEMENT OF 2ML RO PUMPING MAIN PIPELINE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					
Bid Response Documents may be Deposited in the Bid Box situated at:					
SUPPLY CHAIN MANAGEMENT OFFICE					
44 CAMPBELL STREET					
PORT ALFRED					
6170					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	INFRASTRUCTURE	
CONTACT PERSON	L MOHAPI		CONTACT PERSON	KUDA SANYAMANDWE	
TELEPHONE NUMBER	046 604 5639		TELEPHONE NUMBER	046 604 5511	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@ndlambe.gov.za		E-MAIL ADDRESS:	ksanyamandwe@ndlambe.gov.za	

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

1. GENERAL REQUIREMENTS

- 1.1 The Ndlambe Municipality wishes to invite service providers to submit bids for the **T18/2526– REPLACEMENT OF 2 ML RO PUMPING MAIN PIPELINE**
- 1.2 The bidder is required to furnish full details requested on the bid forms.
- 1.3 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

2. CONTACT PERSON FOR QUERIES

Name : Mr. Lizo Mohapi
Telephone: 046 604 5639
Email : tenders@ndlambe.gov.za

Project Manager: Kudakwashe
Sanyamandwe
Telephone: 046 604 5513
Email : ksanyamandwe@ndlambe.gov.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements detailed information and everything else supplied with this request for the bid remains the property of the Ndlambe Municipality and may be recalled if deemed necessary.

With reference to the POPI Act all personal information will be treated with the strictest confidentiality and will not be used for any unnecessary processing not related to the tender in question.

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of the Ndlambe Municipality to purchase services, products or equipment from any vendor submitting a bid.

3.4 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested.

Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.

Should additional information be required by Ndlambe Municipality, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed, **failure to complete the tender document in full, placement of signature where required, and commissioning may render the bid non-responsive.**

3.5 Ambiguities

It must be noted that if there are any ambiguities found in this bid document, it is the responsibility of the bidder to clarify any such ambiguities before the closing of queries. If any ambiguities are noted during the bid evaluation process, the Bid evaluation committee shall make a determination on interpretation of the ambiguity.

3.6 Use of Bidders information

Under the POPI Act, by submission of this bid, the bidder hereby provides consent to the municipality to utilize information and data sources available to confirm the information provided by bidders and obtain any other relevant information to ensure compliance with applicable procurement regulations. The municipality will treat the bidders' information with confidentiality and access only the information that is required for evaluation and procurement processes.

I _____(bidder's nominated representative)
grant the Ndlambe Municipality permission to utilize information and data sources available to confirm the information provided by our enterprise and obtain any other relevant information to ensure compliance with applicable procurement regulations.

3.7 Award Processes

Bidders are advised that any information relating to the bid award process (including the correspondence related to intentions to appoint) will only be issued by the Supply Chain Management office.

THIS BID DOCUMENT WILL ONLY BE ACCEPTED IF IT IS COMPLETED IN BLACK NON-ERASABLE INK.

T1.2 BID DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

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

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

Clause number	Tender Data
A.1.1	The employer is NDLAMBE MUNICIPALITY
A.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 – Performance Guarantee C1.4 – Adjudicator’s Contract</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p>
A.1.4	<p>During Tender stage, all communication shall be through the Procurement Department for attention:</p> <p><u>SCM Manager</u> Name: Ms S Mbenga-Smaile Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 504 5671 E-mail: ssmaile@ndlambe.gov.za</p> <p><u>WSA Manager</u> Name: Kuda Sanyamandwe Address: PO Box 13, Port Alfred 6170</p> <p>Tel: 046 604 5614 E-mail: ksanyamandwe@ndlambe.gov.za</p>

A.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with CIDB Regulations are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB, 2. the lead partner has a contractor grading designation in the ME (Mechanical Engineering) or CE (Civil Engineering) class of construction work; not lower than one level below the required grading designation in the class of works of construction under consideration and possess the required recognition status. 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3ME or 3 CE Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
A.2.1	<p>Not Applicable for this Bid</p> <p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an 3ME class of construction work

A.2.7	There shall be no tender clarification meeting for this tender.
A.2.12	<p>Not Applicable for this Bid</p> <p>Main tender offers are not required to be submitted together with alternative tenders.</p>
A.2.12	No alternative tender offers will be considered.
A.2.12	<p>Not Applicable for this Bid</p> <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
A.2.13. 3	<p>One original duly signed (by authorised representative) and completed bid document (hardcopy) MUST be submitted inclusive of the terms and conditions of this bid document with any attachments/annexures /returnable required for this Bid.</p> <p>A PDF soft copy of the duly signed and completed original bid (e.g., PDF format in Flash drive/disc) should be submitted with the Original, duly signed and completed hardcopy bid document; however, non-submission of a soft copy will not result in the Bid being disqualified.</p> <p>Ndlambe Municipality will not be responsible if your bid is not submitted on time. All bid documents are to be completed in permanent black ink.</p> <p>No alterations of the Bid Document will be allowed.</p> <p>No correction fluid will be allowed. Corrections should be initialled.</p>

A.2.13.5	Valid originally firmly bound signed complete tender document (by authorized representative) must be placed in the Bid Box on or before the final date and time of submission.
A.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>a) Location of tender box:</p> <p style="padding-left: 40px;">Bid Reference Number: 18/2526</p> <p style="padding-left: 40px;">Project Name: REPLACEMENT OF 2 ML RO PUMPING MAIN PIPELINE</p> <p style="padding-left: 40px;">Delivered at Physical Address: Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred</p> <p>Bids/Tender offers must be submitted on or before the final date and time of submission of bids as indicated in the Tender Notice and invitation to Tender.</p> <p>It is the Bidders responsibility to ensure that all the documents are received on time. The bid box is open on weekdays between 08h00 and 16h30</p>
A.2.13.6 A.3.5	<p>Not Applicable for this Bid A two-envelope procedure is not applicable for this bid.</p>
A.2.13.9	Telephonic, email, telegraphic, telex, email, or facsimile tender offers will not be accepted.
A.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
A.2.16	The tender offer validity period is 90 days.
A.2.18	<p>Not applicable to this bid</p> <p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> <p>Tenders to submit the associated names being part of the returnable documents. Failure to submit can result in the tender being eliminated.</p>
A.2.19	<p>Access shall be provided for the following inspections, tests, and analysis: The site is available for viewing the location of the works.</p>
A.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Contract Data/Contract of this procurement document.
A.2.22	<p>Not Applicable for this Bid Return all retained tender documents within 28 days after the expiry of the validity period.</p>

A.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) Tax Compliance Bidders must ensure compliance with their tax obligations.</p> <p>In Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status.</p> <p>The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidders is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified.</p>
A.3.1.1	<p>The Employer will respond to requests for clarification received up to 5 working days before the tenderclosing time.</p>
A.3.4	<p>Opening of the Bids The opening will be a PUBLIC OPENING, at Supply Chain Management Office at Ndlambe Local Municipality Offices, 44 Campbell Street, Port Alfred, 6170 at 12h00.</p> <p>There will be no discussions with any Bidder/Interested Party that Submitted Proposals/ Bids until evaluations have been complete. Any subsequent discussions shall be at the discretion of Ndlambe Municipality.</p>
A.3.11.1	<p>The financial offer will be reduced to a comparative basis.</p>
A.3.11.2	<p>Not Applicable for this Bid The procedure for the evaluation of responsive tenders is Method 1.</p>

A.3.11.3 Evaluation Criteria

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022 as applicable to provincial government business enterprises as listed under schedule 3(D) of the Public Finance Management Act and the Ndlambe Municipality Procurement Policy as amended from time to time.

The procedure for evaluation of tenders is as follows:

Stage 1	Mandatory Requirements: Service Providers are to meet all the Mandatory Requirements to be evaluated further. Failure to submit the Mandatory Requirements as required will result in the bid being disqualified.
Stage 2	Functionality: Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 70% for functionality to be evaluated for Stage 3 (Preferential procurement points).
Stage 3	Preferential Procurement points: Price: Points will be calculated for price on the relevant prices in accordance with the preference point system, 80/20.

Functionality Criteria	Maximum number of points
Company Experience	60
Key Personnel	40
Maximum possible score for functionality (MS)	100

Functionality

Company Experience

Experience of the company relates to the company's experience in repairs and maintenance of water and wastewater infrastructure.

Reference or completion letters indicating experience in the repairs and maintenance of water and wastewater infrastructure.

Criteria	Description	Number of Reference or Completion Letters	Score	Max Points
Company Experience	Company's experience in the repairs and maintenance of water and wastewater infrastructure.	3 or more	60	60
		2	40	

		1	20	
		no letter	0	

Qualification and Experience of Key Personnel

Bidders are required to provide proof that they have appropriately qualified and experienced people for the replacement of pipelines.

Position	Status/ Qualification	Experience	Score	Max Points
Project Manager	Minimum of a Degree in the Built Environment. Certified copies of qualification and CV must be attached. Experience will be regarded as the number of years post qualification.	10 years or more	10	10
		7-9 years	5	
		1-6 years	3	
Site Agent	Minimum of National Diploma in the Built Environment. Certified copies of qualification and CV must be attached. Experience will be regarded as the number of years post qualification.	10 years or more	20	20
		7-9 years	10	
		1-6 years	5	
Foreman	CV indicating relevant experience in water pipeline construction projects.	7-9 years	10	10
		4-6 years	5	
		1-3 years	2	
TOTAL POINTS				40

Preference Procurement Point - Evaluation Criteria

Preference points for this bid shall be awarded for price and the specific goal. The maximum points for this bid are allocated as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL POINTS	100

4.1 Points awarded for price will be based on the 80/20 Preference point systems

- 4.2 The points scored by the tenderer/bidder for Price will be added to the points scored for Ndlambe Municipality's specific goal to obtain the bidder's total points scored out of 100 points.
- 4.3 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for the Ndlambe Municipality-specific goal.
- 4.4 However, when functionality is part of the evaluation process and two or more bids have scored equal points, including equal preference points for a specific goal, the successful bid must be the one scoring the highest score for functionality.
- 4.5 Should two or more bidders/tenderers be equal in all respects; the award shall be decided by the drawing of lots.
- 4.6 The bidder obtaining the highest number of total points will be awarded the contract.
- 4.7 Points scored will be rounded off to the nearest 2 decimal places.
- 4.8 **Price**
- 4.8.1 The lowest acceptable bid will score 80 points for price.
- 4.8.2 The following formula will be used to calculate the points out of 80 for price in respect of the bid/tender.
- 4.8.3 Preference points for price 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.

DETAILS	80/20 PREFERENCE POINT SYSTEM
Rand value (competitive bids or quotations) all applicable taxes included.	<ul style="list-style-type: none"> Equal and above R30 000 to R50 million, inclusive of all applicable taxes. Below R30 000 if and when considered to be appropriate
Formulae	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p> <i>P_s</i> = Points scored for comparative price of bid / offer under consideration <i>P_t</i> = Comparative price of bid / offer under consideration <i>P_{min}</i> = Comparative price of lowest acceptable bid / offer </p>

A.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is Tax Compliant <ul style="list-style-type: none"> ✓ tenderers must ensure compliance with their tax obligations. ✓ in Bids where Consortia/Joint venture/Sub-Contractors are involved; each party must submit a separate proof of Tax Compliance Status. ✓ The tenderer's Tax status will be verified on the CSD prior to the bid award, and where the preferred bidder is not compliant, 7 working days will be granted for remedy, failing which the bidder will be disqualified. b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement. d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) the tenderer is able, in the opinion of the employer, to perform the contract free of conflicts. f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. g) the tenderer can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract. h) the tenderer has the legal capacity to enter the contract. i) the tenderer is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; j) the tenderer complies with the legal requirements, if any, stated in the tender data;
A.3.17	The employer is to provide one (1) paper copy of the signed contract.

. Annex A

Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (January 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 on the 8th of August 2019 (See www.cidb.org.za).

A.1 General

A.1.1 Actions

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

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

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

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

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

A.1.2 Tender Documents

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

A.1.3 Interpretation

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

A.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) in compatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

A.1.4 Communication and employer's agent

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

A.1.5 Cancellation and Re-Invitation of Tenders

A.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

A.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

A.1.5.3 An employer may only, with the prior approval of the relevant treasury, cancel a tender invitation for this second time.

A.1.6 Procurement procedures

A.1.6.1 General

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

A.1.6.2 Competitive negotiation procedure

A.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of A.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of A.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

A.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into

competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of A.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

A.2 Tenderer's obligations

A.2.1 Eligibility

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

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

A.2.2 Cost of tendering

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

A.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

A.2.3 Check documents

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

A.2.4 Confidentiality and copyright of documents

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

A.2.5 Reference documents

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

A.2.6 Acknowledge addenda

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

A.2.7 Clarification meeting

There is no tender clarification for this tender.

A.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

A.2.9 Insurance

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

A.2.10 Pricing the tender offer

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

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

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

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

A.2.11 Alterations to documents

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

A.2.12 Alternative tender offers

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

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

A.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

A.2.13 Submitting a tender offer

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

A.2.13.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

A.2.13.2 Submit the parts of the tender offer communicated on paper as an original plus the number of

copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

A.2.13.3 Sign (Signature by authorized personnel) the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

A.2.13.4 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.5 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

A.2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

A.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

A.2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

A.2.15 Closing time

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

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

A.2.16 Tender offer validity

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

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

A.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

A.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

A.2.17 Clarification of tender offer after submission

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

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

A.2.18 Provide other material

A.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

A.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

A.2.19 Inspections, tests and analysis

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

A.2.20 Submit securities, bonds and policies

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

A.2.21 Check final draft

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

A.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

A.2.23 Certificates

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

A.3 The employer's undertakings

A.3.1 Respond to requests from the tenderer

A.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

if as a consequence:

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

A.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

A.3.3 Return late tender offers

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

A.3.4 Opening of tender submissions

A.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

A.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points Ndlambe Municipality specific goal and time for completion for the main tender offer only.

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

A.3.5 Two-envelope system – Not Applicable

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

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

A.3.6 Non-disclosure

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

A.3.7 Grounds for rejection and disqualification

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

A.3.8 Test for responsiveness

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

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

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

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

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

A.3.9 Arithmetical errors, omissions and discrepancies

A.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

A.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with A.3.11 for:

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

A.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

A.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

A.3.10 Clarification of a tender offer

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

A.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made projectspecific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are, by definition, the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received.
- b) Determine whether or not tender offers are complete.
- c) Determine whether or not tender offers are responsive.
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification.
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report.
- h) Confirm the recommendation contained in the tender evaluation report.

A.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and

associated evaluation criteria and weightings that are specified in the tender data.

A.3.12 Insurance provided by the employer

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

A.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
- c) has the legal capacity to enter into the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

A.3.14 Prepare contract documents

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

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

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

A.3.15 Complete adjudicator's contract

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

A.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

A.3.17 Provide copies of the contracts

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

A.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions

of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

ANNEXURE B

ADDITIONAL CONDITIONS OF TENDER OF NDLAMBE MUNICIPALITY

Where the CIDB standard condition of tender does not address the following, clauses on the Ndlambe Municipality standard conditions of tender, the Ndlambe Municipality Standard condition of tender will be additional.

1.1 Alteration or withdrawal of Proposals

Bidders may withdraw their proposal by written notification on or before the date Specified for the evaluation of Bids.

1.2 Alternative Bid

Alternative Bids will not be accepted.

1.3 Costs for preparation of Proposals/presentations

The costs incurred by Bidders in respect of the attendance of any briefing or presentation meetings if necessary or costs incurred in preparing any proposal will be borne by the Bidder and the Ndlambe Municipality shall in no way be liable to reimburse such costs incurred.

1.4 Ownership of Proposals and presentations

The Ndlambe Municipality shall on receipt of any proposal relating to this request and submitted in accordance with the procedure set out herein, shall become the owner thereof and the Ndlambe Municipality shall not be obliged to return any proposal.

1.5 Tax Clearance Certificate requirement

It is a condition of all bids inclusive of foreign bidders / individuals) that the South African taxes of the successful bidder must be in order.

The bidders' Tax status will be verified on the CSD prior to the bid award and where the preferred bidder is not compliant, **7 working days** will be granted for remedy, failing which the bidder will be disqualified.

In Bids where Consortia/Joint venture/Sub-Contractors are involved, each party will be verified separately for proof of Tax Compliance Status.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

1.6 Confidentiality

The entire process of calling for Bids was initiated by the Ndlambe Municipality in terms of its procurement policy and is confidential. All deliberations in respect of the acceptability or otherwise of the proposals shall be conducted in closed sessions and members of the Evaluation and Procurement Committee and prospective service providers are bound to treat all discussions as highly confidential.

The service provider shall not divulge directly or indirectly to any other person than a person employed by Ndlambe Municipality, make copies or extracts of any of the information obtained during this assignment, while they may have access Ndlambe Municipality's trade secrets, confidential information which may include, specifications, plans, drawings, pattern, samples, written instructions, notes,

memoranda, technical information, know-how or process or method or any other records of whatsoever nature without the written consent of Ndlambe Municipality and shall surrender all these items to Ndlambe Municipality on termination of the assignment or on demand of Ndlambe Municipality.

The service provider shall not be entitled to make use of the information whether for its own benefit or that of others, to make available or derive any profit from any of the information or knowledge specifically related to the business or affairs of Ndlambe Municipality.

Any document shall remain the property of Ndlambe Municipality and shall be returned (all copies) to Ndlambe Municipality on completion of the contract if so required by Ndlambe Municipality.

1.7 Inventions Patent and Copy-Rights

The service provider cedes, assigns and transfers to Ndlambe Municipality all rights, title and interest in and to any and all copyright in all works and inventions which relates to the business of Ndlambe Municipality (which includes, but is not limited to, methodologies and products) which arises within the course and scope of this services will be assigned to Ndlambe Municipality.

The Service Provider shall provide Ndlambe Municipality the sole and exclusive right to alter and adapt the work.

The service provider shall indemnify Ndlambe Municipality against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by Ndlambe Municipality.

1.8 Ethics

Any attempt by an interested Bidder to obtain confidential information or enter into unlawful agreements with competitors or influence the various Ndlambe Municipality's Procurement Committee's or the Ndlambe Municipality during the process of examining, evaluating and comparing Bids/Proposals or Proposals will lead to the rejection of its bid/quotation/proposal in its entirety.

The Bidder must declare any business or other interests it has with the Ndlambe Municipality or any employee of the Ndlambe Municipality, as per the declaration of interest form annexed hereto marked in Section D; failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

1.9 Competition

Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

In general, the attention of bidders is drawn to Section 4(1) (b) (iii) of the Competition Act 1998 (Act No. 89 of 1998)(the Competition Act) that prohibits collusive bidding.

An agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder/s is / are or a contractor(s) was / were involved in collusive bidding.

If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting response.

Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

In this regard bidders are required to complete the Certificate of Independence Bid Determination, failing which the Bidder shall be automatically disqualified from further participation in the Bid or call for proposals. The disqualification will be applicable at any stage of the bidding and / or engagement process.

If a bidder (s) or contractor (s), based on reasonable grounds or evidence obtained by Ndlambe Municipality, has /have engaged in the restrictive practice referred to above, Ndlambe Municipality may refer the matter to the Competition Commission for investigation and possible imposition of an administrative penalty as contemplated in Section 59 of the Competition Act 89 of 1998.

If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, Ndlambe Municipality may in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) for conducting business with the public sector for a period of not exceeding 10 (ten) years and / or claim damages from the bidder(s) / contractor(s) concerned.

1.10 Cancellation of Bid Process

The Ndlambe Municipality shall be entitled, within its sole and entire discretion, to cancel this Bid/Call for Proposals and/or Quotations at any time and shall notify the interested service providers accordingly. The Ndlambe Municipality shall in no way be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid. The publication of the bid does not commit the Ndlambe Municipality to appoint any of the qualifying Bidders.

1.11 Interviews

In terms of the bid evaluation process short listed bidders may be interviewed. This will entail the bidder being invited to a venue as determined by the bid committee. All transport and accommodation costs incurred by the bidder will be for the bidders account and will not be reimbursed in any way. Failure to attend a scheduled interview will lead to immediate disqualification from the bid process. The Ndlambe Municipality reserves the right to appoint a bidder without conducting interviews.

1.12 Contract award

The successful bidder will be notified of the bid award in writing by the Procurement Department.

The acceptance of any proposal shall only be confirmed with the conclusion of a final written signed service level agreement or any other appropriate agreement between the Ndlambe Municipality and the successful Bidder, in terms of which the rights and duties of the parties are recorded, which agreement shall regulate the relationship between the Ndlambe Municipality and the Successful Bidder.

As a guideline regarding the content of the service level agreement, the bidder is referred to the **General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC")**

Until such time that an appropriate agreement has been concluded in writing between the Ndlambe Municipality and the successful Bidder, no rights shall be conferred, nor shall any legitimate expectations be conferred to the successful Bidder to carry out the works or services provided for in this Bid.

The Ndlambe Municipality, the Accounting Officer and the Bid Committee (as the case may be) does not bind itself to accept either the lowest (price), highest (points) or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the Institution even if it implies a waiver by the Ndlambe Municipality, the Accounting Officer, or the Bid Committee, (as the case may be) of certain

requirements which the Ndlambe Municipality, the Accounting Officer, the Bid Committee, (as the case may be) considers to be of minor importance and not complied with by the bidder.

The Ndlambe Municipality will not entertain any request of feedback before the final awarding of the contract.

1.13 Supplier Due Diligence

Ndlambe Municipality reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

1.14 Disclaimer

This Bid document has been prepared for the purpose of providing information to interested Bidders. The provision of any additional information about the organization to Bidders, are disclosed and will be made available to enable the prospective Bidders to submit comprehensive proposals.

Interested Bidders are accordingly required to conduct their own due diligence in respect of the Ndlambe Municipality and its business operations and the nature and scope of the services required.

T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required to evaluate the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, tenderers must return **all information requested**.

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

Schedule : 1A	Authority for Signatory
Schedule : 1B	Letter of Good Standing with Workmen’s Compensation Commissioner
Schedule : 1C	Joint Venture Disclosure Form
Schedule : 1D	Record of Addenda to Tender Documents
Schedule : 1E	Declaration of Interest (MBD4)
Schedule: 1 F	Declaration for procurements above R5 million (VAT included)
Schedule: 1 G	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (MBD6.1)
Schedule : 1H	Declaration of Tenderer’s Past Supply Chain Management Practices (MBD 8)
Schedule : 1 J	Certificate of Independent Tender Determination (MBD 9)
Schedule : 1 K	Certificate for Municipal Services
Schedule : 1 L	Compulsory Enterprise Questionnaire
Schedule : 1M	Particulars of Tenderer

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)

Schedule: 2A	Tax Clearance Requirements
Schedule: 2B	BBBEE Certificate or Affidavit (Amended Construction Sector Code)
Schedule: 2C	Central Supplier Database (CSD Full Report downloaded during the tender period)
Schedule: 2D	Proof of Address
Schedule: 2E	CIDB Grading Report
Schedule: 2F	Schedule of Tenderer’s Experience
Schedule: 2G	Qualifications and Experience of Key Personnel (Certified Qualifications and CVs)

SCHEDULE 1A: AUTHORITY FOR SIGNATORY

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

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

A.	Certificate for Company																
	<p>I,, chairperson of the board of directors of</p> <p>....., hereby confirm that by resolution of the board (copy attached) taken on 20..., Mr/Ms</p> <p>acting in the capacity of, was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.</p>																
	As witnesses :																
1.																	
2.																	
	Chairman																
	Date																
B.	Certificate for Partnership																
	<p>We, the undersigned, being the key partners in the business trading as</p> <p>..... hereby authorize Mr/Ms,</p> <p>acting in the capacity ofto sign all documents in connection with the tender for Contractand any contract resulting from it on our behalf.</p>																
	<table border="1"> <thead> <tr> <th align="center">NAME</th> <th align="center">ADDRESS</th> <th align="center">SIGNATURE</th> <th align="center">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NAME	ADDRESS	SIGNATURE	DATE												
NAME	ADDRESS	SIGNATURE	DATE														
	<p>NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole</p>																

C.	Certificate for Joint Venture		
	<p>We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms</p> <p>....., authorised signatory of the company</p> <p>....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for contract and any contract resulting from it on our behalf.</p>		
	<p>This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.</p>		
	NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
	<p>Note:</p> <p>A Copy of the Joint Venture Agreement showing Clearly the percentage contribution of each partner to the joint venture shall be appended to the schedule.</p>		
D.	Certificate for Sole Proprietor		
	<p>I, hereby confirm that I am the sole owner of the business trading as</p> <p>.....</p>		
	As witnesses:		
1.		Signature :	
		Sole owner :	
2.		Date :	

E.	Certificate for Close Corporation			
	<p>We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.</p>			
	NAME	ADDRESS	SIGNATURE	DATE
	<p>NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.</p>			

**SCHEDULE 1B : LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

- Attached Valid Letter of Good Standing with the Compensation Commissioner

SCHEDULE 1C: JOINT VENTURE DISCLOSURE FORM

General

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents

- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contribution of capital and equipment

 - b) Work items to be performed by the affirmable joint venture partner's own forces

 - c) Work items to be performed under the supervision of the affirmable joint venture partner

- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

- iv) ABE partners must complete ABE Declaration affidavits

- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter / notice of intention to formalize a joint venture once the contract has been awarded will not be considered.

- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....

- b) Postal Address
.....
.....
.....
.....

c) Physical Address

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

d) Telephone

.....

e) Fax

.....

SCHEDULE 1D : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

(Attach additional pages if more space is required)

Signed

Date

Name.....

Position

Tenderer

SCHEDULE 1E: NDLAMBE LOCAL MUNICIPALITY DECLARATION OF INTEREST (MDB4)



Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principal 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:

.....

.....

1. Full details of directors / trustees / members / shareholders:

Note: The full details disclosed hereunder must correlate to "ownership information" as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE 1F: NDLAMBE LOCAL MUNICIPALITY MBD 5



Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

DECLARATION FOR PROCUREMENTS ABOVE R5 MILLION (VAT INCLUDED)

For all procurements expected to exceed R5 million (VAT included), bidders must complete the following questionnaire:

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

***YES/NO**

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.

.....

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

***YES/NO**

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

2.2 If yes, provide particulars.

.....

.....

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

.....

.....

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

SCHEDULE 1G: NDLAMBE LOCAL MUNICIPALITY - SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM (MBD 6.1)



Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY'S PREFERENTIAL PROCUREMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for **specific goals** as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

1. GENERAL CONDITIONS

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

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

1.2. Points shall be awarded for:

- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.

1.4. The maximum points for this bid are allocated as follows:

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	B-BBEE Status Level of Contributor	10	5
3	Locality of bidder	10	5
	Total points	100	100

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.

1.7. Ndlambe Local Municipality 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 specific goals, in any manner required by the municipality.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (j) "specific goals" means specific goals as contemplated in Para 4 of Ndlambe Municipality's Preferential Procurement Policy.

3. BID DECLARATION – SPECIFIC GOALS

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4

B-BBEE Status Level of Contributor: = _____ Points claimed = _____ (see below)

B-BBEE Level	Points - value up to R50 million	Points - value above R50 million
1	10	5
2	5	2.5

N.B. B-BBEE Certificate or Affidavit to be attached.

3.2 Bidders who wish to claim Locality Points must complete the following:

Full physical address of bidder: _____

Bidder Locality	Points - value up to R50 million	Points - value above R50 million
Ndlambe LM	10	5

N.B. a recent Municipal Billing Certificate (not dated earlier than two months before the bid closing date) to be attached.

4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm: _____

4.2 VAT registration number (if a VAT Vendor) _____

4.3 CSD (Central Supplier Database) number: MAAA _____

4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

4.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6 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 contributor and Locality in paragraphs 1.4 and 3 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

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

SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

**SCHEDULE 1H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT
PRACTICES (MDB 8)**



Causeway Road
P O Box 13
Port Alfred
6170

Phone: (046) 604 5500
Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)



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6170

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Fax: (046) 604 2702
tenders@ndlambe.gov.za
<http://www.ndlambe.gov.za>

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1K: CERTIFICATE FOR MUNICIPAL SERVICES



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6170

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tenders@ndlambe.gov.za
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Information required in terms of Ndlambe Municipality's Supply Chain Management Policy, Para 14(5)(b):

Tender Reference or Description: Tender 18/2526 – REPLACEMENT OF 2 ML RO PLANT PUMPING MAIN PIPELINE

Name of Bidder:

FURTHER DETAILS OF THE BIDDER/S: Proprietor/Director(s)/Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender documents.

Name of Director/Member/ Partner	Identity Number	Physical residential address of Director/Member/ Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or municipal entity in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder/Contractor

at _____ on the ____ day of _____

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

SCHEDULE 1L: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue

Services that my / our tax matters are in order;

- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the

enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

SCHEDULE 1M: PARTICULARS OF TENDERER

Tenderer:

Address:

.....

.....

.....

Contact Person:

Telephone Number:

Fax Number:

Bank:

Branch:

Name of Cheque Account:

Cheque Account Number:

Contact Person:

Telephone Number:

Guarantee:

Branch:

Contact Person:

Telephone Number:

VAT Registration No:

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

DATE

.....

SIGNATURE OF TENDERER

SCHEDULE 2A: TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. SARS will issue a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
5. Bidders must allow for timeous registration on the CSD and the application and issue of a Tax Clearance Certificate by SARS.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Where a bidders tax status is found to be non-compliant on the CSD, they will be notified and provided with 7 working days from the date of the notification to update and ensure their tax status is compliant and reflected as such on CSD, or submit proof of arrangements with SARS for the clearance of their tax matters.

SCHEDULE 2 B: PROOF OF B-BBEE CERTIFICATION

Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims

SCHEDULE 2 C: CENTRAL SUPPLIER DATABASE (CSD)

Proof of Registration on the CSD.

- Attached CSD Summary Report

SCHEDULE 2 D: PROOF OF ADDRESS

Proof that municipal rates and taxes and municipal service charges are not in arrears. The following is the only acceptable documentation:

- A valid Municipal Billing Clearance Certificate
- Most recent municipal statement
- Valid Lease Agreement if premises are Leased (only if lessee is not responsible for municipal services)

SCHEDULE 2 E: CIDB GRADING REPORT

Proof of CIDB GRADING

- Attached Proof of CIDB Grading for minimum of 3ME/CE

INFORMATION REQUIRED FOR FUNCTIONALITY EVALUATION

The information required for the functionality evaluation must be submitted in the following format:

SCHEDULE 2 F RELEVANT COMPANY EXPERIENCE

The tenderer shall indicate on the schedule below company experience in relation to the repairs and maintenance of water and wastewater infrastructure

Description (of work done)	Value (R)	Start date	Completed date	Reference		
				Name (contact person)	Organisation	Tel no
				Email:		
				Email:		
				Email:		
				Email:		

SCHEDULE 2G : QUALIFICATION OF KEY PERSONNEL

The Bidder must attach to this page, certified copies of Qualifications and copies of CVs for all key personnel per discipline.

#	KEY PERONNEL-PACKAGE A
1	Project Manager: Minimum Degree in Built Environment
2	Site Agent Minimum National Diploma in the Built Environment
3	Foreman CV indicating relevant experience in water pipeline construction project

RELEVANT PERSONNEL EXPERIENCE

Notwithstanding having appended the Curriculum Vitae of the key personnel to above, the tenderer shall provide information in the format below (the bidder can reproduce the tables at an appropriate scale to suit the information). Any other relevant information may also be appended to this schedule. (The Tenderer must take note that the persons listed as Key Personnel shall be the same persons to physically manage the projects under this contract, and will not be allowed to be changed without written approval by the client and then only if the Tenderer can successfully demonstrate that the replacement personnel do at least have the same experience, education and qualifications than the Persons listed in the tender. No deviation on this will be allowed)

1. Provide details of the Key Personnel

	Team Member	Name and Surname	Highest Relevant Qualification/Registration	Number of years of Experience	Proof attached (ref page on document)
1.	Project Manager				
2.	Site Agent				
3.	Foreman				

THE CONTRACT

Part C1: Agreements and Contract data

C1.1 - Form of Offer and
Acceptance

C1.2 - Contract Data

C1.3 - Form of Guarantee

C1.1 - Form of offer and acceptance

Annexure L:

C.1.1 FORM OF OFFER AND ACCEPTANCE OFFER

Note:

Mandatory Requirement. Failure to complete and sign this document will result in the bid being non responsive.

OFFER

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

PROJECT: REPLACEMENT OF 2 ML RO PLANT PUMPING MAIN PIPELINE

Bid No: 18/2526

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

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

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

R..... (in figures)

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

Rand (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

..... and: whose

registration number is:

..... and:

whose income tax reference number is:

Trading under the name and style of:

<p>AND WHO IS:</p> <p>Represented herein, and who is duly authorized to do so, by:</p> <p>Mr/Mrs/Ms:</p> <p>.....</p> <p>.....</p> <p>In his/her capacity as:</p> <p>.....</p> <p>.....</p>	<p>Note:</p> <p>A resolution/power of attorney, signed by all the directors/ members/ partners of the legal entity must accompany this offer, authorizing the representative to make this offer.</p>
--	---

SIGNED FOR THE TENDERER:		

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

SIGNED BY WITNESS:		

Name of Representative	Signature	Date
-------------------------------	------------------	-------------

The tenderer elects as its *domicillium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address)

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

Other contact details of the tenderer are:

Telephone no:

.....

Cellular phone no:

.....

Fax no:

.....

Postal address

.....

Banker:

.....

Branch:

.....

By signing this part of this form of offer and acceptance, Ndlambe Municipality accepts the bidder's offer. Acceptance of the bidder's offer shall form an agreement between the Ndlambe Municipality and the bidder 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 the contract to be concluded.

- Agreements and Contract Data, (which includes this Agreement)
- Pricing data
- Scope of work.
- Site information and drawings and documents or parts thereof, which may be incorporated by reference into the volumes above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and Ndlambe Municipality 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 agreed by both parties.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Ndlambe Municipality's Legal Department to arrange documentation to be provided in terms of the conditions of contract identified in the contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signed for the Ndlambe Municipality:

Name of representative	Capacity	Date
.....		
Address	Signature	

Witnessed by:

Name of witness	Signature	Date

C1.2 - Contract data

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works 3rd Edition (2015), published by the South African Institution of Mechanical Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Mechanical Engineering, Tel. No. +27 11 805-5947 or www.saice.org.za.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA	
Clause	Data
1.1.1.13	The Defects Liability Period is: Six (06) calendar months measured from the date of the Completion of Task separately applicable to each assigned task or job card.
1.1.1.14	The time for achieving final Completion for this each works order: (6) calendar months from the completion Date.
1.1.1.15	The name of the Employer is: Ndlambe Municipality
1.1.1.16	Not applicable The name of the Employer's Agent is: The Employer's Agent means any Director, Associate or Project Manager appointed generally or specifically to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract. Wherever the name " Engineer " appears in the document, it shall be read to mean the " Employer's Agent ".
1.1.1.26	The Pricing Strategy is: Re-measurement Contract
1.1.1.35	The following additional definition applies:- " Drawings ": Means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36	<p>The following additional definition applies:-</p> <p>Letter of Notification": Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.</p>
1.2.1.2	<p>Delivery of Notices</p> <p>The following two additional sub-clauses, covering alternative methods of communication, apply: -</p>
1.2.1.2.1	<p>Sent by Email or any like communication irrespective of it being during office hours or otherwise.</p>
1.2.1.2.2	<p>Posted to the addressee for certified delivery by the postal Authorities</p>
1.2.1.2	<p>The address of the Employer for receipt of communications is:</p> <p>Attention: Mr. Maluleke</p> <p><u>Physical address:</u> Ndlambe Municipality Supply Chain Management Offices 44 Campbell Street Port Alfred 6170</p> <p>Tel ; 0466045000</p>
2.1.4	<p>The following additional clause applies:-</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of work of every kind and description necessary for the due and proper performance of the Contract.</p> <p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties and all other overhead charges.</p> <p>The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>

2.4.3	<p>The following additional clause applies: -</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications 6. Contract Drawings 7. Schedule of Quantities 										
2.5.2	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <p>An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent.</p> <p>The Contractor cedes, transfers and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.</p> <p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p>										
3.2.3	<p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <table border="0" style="margin-left: 40px;"> <tr> <td style="padding-right: 20px;">Clause 3.3.1</td> <td>Nomination of Employer's Agent's Representative</td> </tr> <tr> <td>Clause 3.3.4</td> <td>Employer's Agent's authority to delegate</td> </tr> <tr> <td>Clause 5.8.1</td> <td>Non-working times</td> </tr> <tr> <td>Clause 5.11.1</td> <td>Suspension of the Works</td> </tr> <tr> <td>Clause 5.12.4</td> <td>Acceleration instead of extension of time</td> </tr> </table>	Clause 3.3.1	Nomination of Employer's Agent's Representative	Clause 3.3.4	Employer's Agent's authority to delegate	Clause 5.8.1	Non-working times	Clause 5.11.1	Suspension of the Works	Clause 5.12.4	Acceleration instead of extension of time
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Clause 5.12.4	Acceleration instead of extension of time										
3.2.5	<p>The following additional clause applies:-</p> <p>The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's Agent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.</p>										
3.3.6	<p>The following additional clause applies:-</p> <p>The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or</p>										

	documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.
4.1	All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.
4.3.3	<p>The following additional clause applies:-</p> <p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.</p> <p>An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
4.4.1	The total value of work executed by subcontractors shall be agreed on by the Client and awarded Bidder upon acceptance of appointment.
5.3.1	<p>The documentation required before commencing with the Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6.1.3) • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	<p>The time to submit the documentation required before commencement of the Works is:</p> <p>14 calendar days</p>
5.4.2	Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.
5.4.3	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.1.1 & 5.8.1	<p>The non-working days are: Saturdays and Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December 2025 and ending on 02 January 2026 both days included.

5.8.3	<p>The following additional clause shall apply:</p> <p>Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer.</p> <p>A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"</p>
5.13.1	<p>The penalty for failing to complete the Works is: 5.75 cents per R100 of the project cost (excl. VAT) per calendar day</p>
5.14.1	<p>The requirements for achieving Practical Completion shall mean: the commissioning and full operation as listed in the scope of works.</p>
5.14.7	<p>Different dates to achieve Practical Completion will not be permitted.</p>
5.16.3	<p>The latent defect period is: six (6) months.</p>
6.5.1.2.3:	<p>The percentage allowances to cover overhead charges for day work are as follows:</p> <ul style="list-style-type: none"> • 15% of the gross remuneration of workmen and foremen actually engaged in the day work; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which day work rates have been quoted at tender stage.</p>
6.6.1	<p>The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.</p>
6.6.2	<p>ADD THE FOLLOWING:</p> <p>In the case of purchases of material not catered for on the BOQ or appointment of specialist sub-contractors, the contractor must obtain a minimum of three quotations to be approved by the Employer after the Employer's agent confirmed the market relatedness of the quotations.</p>
6.7.6	<p>The following additional clause shall apply: The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Mechanical Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.</p>
6.8.2	<p>Contract Price Adjustment: Is applicable</p> <p>Bid price(s) must be fixed for the 12 months after the base month with base month being one month prior to closing of bid.</p> <p>Year 2 and Year 3 shall be adjusted based on CPI index at the anniversary of the contract, subject to negotiation processes with the Municipality.</p>

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| | <ul style="list-style-type: none">(b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.(3) The person appointed must:<ul style="list-style-type: none">(a) strive to resolve promptly all disputes, objections, complaints or queries received; and(b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.(4) A dispute, objection, complaint or query may be referred to the provincial treasury if:<ul style="list-style-type: none">(a) the dispute, objection, complaint or query is not resolved within 60 days; or(b) No response is forthcoming within 60 days.(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.(6) This section must not be read as affecting a person's rights to approach a court at any time. |
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The additional Conditions of Contract are:

Clause	Data
4.13	<p>Add new sub clause 4.13:</p> <p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
	<ul style="list-style-type: none"> (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) For more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>

The additional Conditions of Contract are:

4 Meal breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special conditions for security guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily rest period

Every worker is entitled to a daily rest period of at least eight consecutive hours.
The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly rest period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and public holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
 - (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.

The additional Conditions of Contract are:

- 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.⁸
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity leave

- 10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
- (a) when the employee's child is born;
 - (b) when the employee's child is sick;
 - (c) in the event of a death of
 - (i) the employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of conditions

The additional Conditions of Contract are:

- 12.1 An employer must give a worker a statement containing the following details at the start of employment:
- (a) the employer's name and address and the name of the SPWP;
 - (b) the tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) the worker's rate of pay and how this is to be calculated;
 - (e) The training that the worker will receive during the SPWP.
- 12.2 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping records

- 13.1 Every employer must keep a written record of at least the following:
- (a) the worker's name and position;
 - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) in the case of a time-rated worker, the time worked by the worker;
 - (d) Payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) In a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing:
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) The actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in

The additional Conditions of Contract are:

	<p>terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none">(a) repay any payment except an overpayment previously made by the employer by mistake;(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or(c) Pay the employer or any other person for having been employed.
	<p>16 Health and safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <ul style="list-style-type: none">(e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
	<p>16.2 A worker must –</p> <ul style="list-style-type: none">(a) work in a way that does not endanger his/her health and safety or that of any other person;(b) obey any health and safety instruction;(c) obey all health and safety rules of the SPWP;(d) use any personal protective equipment or clothing issued by the employer; <p>17 Compensation for injuries and diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>

The additional Conditions of Contract are:

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) Any other information agreed on by the employer and worker."

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Mechanical Engineering, Private Bag X200, Halfway House, 1685, in order to understand the implications of this data which is required to be completed.

Copies of these conditions of contract may be obtained from www.saice.org.za.

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

Clause	Data														
1.1.1.9	The name of the Contractor is:														
1.2.1.2	The address of the Contractor for receiving notices is: <u>Physical Address:</u> <u>Postal Address:</u> Telephone: Facsimile: E-mail:														
6.2.1	<table border="1"> <thead> <tr> <th data-bbox="407 1066 1117 1150">Type of Security</th> <th data-bbox="1117 1066 1427 1150">Contractor's Choice Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1150 1117 1220">The security to be provided by the Contractor shall be one of the following:</td> <td data-bbox="1117 1150 1427 1220"></td> </tr> <tr> <td data-bbox="407 1220 1117 1255">Cash deposit of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1117 1220 1427 1255"></td> </tr> <tr> <td data-bbox="407 1255 1117 1291">Performance guarantee of 10% of the Contract Sum, incl. VAT</td> <td data-bbox="1117 1255 1427 1291"></td> </tr> <tr> <td data-bbox="407 1291 1117 1327">Retention of 10% of the value of the works.</td> <td data-bbox="1117 1291 1427 1327"></td> </tr> <tr> <td data-bbox="407 1327 1117 1396">Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.</td> <td data-bbox="1117 1327 1427 1396"></td> </tr> <tr> <td data-bbox="407 1396 1117 1465">Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.</td> <td data-bbox="1117 1396 1427 1465"></td> </tr> </tbody> </table>	Type of Security	Contractor's Choice Indicate "Yes" or "No"	The security to be provided by the Contractor shall be one of the following:		Cash deposit of 10% of the Contract Sum, incl. VAT		Performance guarantee of 10% of the Contract Sum, incl. VAT		Retention of 10% of the value of the works.		Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the works.		Performance Guarantee of 5% of the Contract Sum plus a retention of 5% of the value of the works.	
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6.5.1.2.3	The percentage allowance to cover overhead charges is %														

C1.3 – Form of Guarantee

PERFORMANCE GUARANTEE

PRO FORMA

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

Contract No:

Project Name: REPLACEMENT OF 2ML RO PLANT PUMPING MAI PIPELINE

WHEREAS: **Ndlambe Municipality**
(hereinafter referred to as the Employer")

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means

Physical address:

"Employer" means:

"Contractor" means:

"Guarantor" means:

"Employers Agent" means:.....

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

Type of Performance Guarantee: (Insert Variable or Fixed)

"Expiry Date" means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. PERFORMANCE GUARANTEE

- 1.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of the issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 2.1 The Guarantor hereby acknowledges that:
 - 2.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon the receipt of the documents identified in 3.2.1 to 3.2.3:
 - 2.2.1 A copy of the first written demand issued by the Employer to the Contractor stating that the payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment with seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 2.2.2 A first writing demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
 - 2.2.3 A copy of the aforesaid payment certified which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 2.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

- 2.3.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that a Performance Guarantee is called up in terms of 3.3; and
- 2.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 2.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 2.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor and resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment made by the Guarantor to the Employer until the date of refund.
- 2.6 Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11 The performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of and district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's signatory (1):

Capacity:

Guarantor's signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

PART.4 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

THIS AGREEMENT made between:

.....
(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....
In his capacity as

AND:
(hereinafter referred to as "the Mandatory") of the other part, herein represented by:

.....
In his capacity as

And being duly authorised to act as Mandatory on behalf of the Contractor;

WHEREAS the Employer is desirous that certain works be constructed, viz (Contract No.)

(Title).....

and has accepted a bid by the Mandatory for the construction, completion and defects correction of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act No 85 of 1993.

NOW THEREFORE THIS DOCUMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employers Agent requiring him to commence the execution of the Works, to either:
 - a) The date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract for Construction Works, Third Edition (2015) (hereinafter referred to as the "GCC").
 - b) The date of termination of the Contract in terms of Clauses 9.2 or clause 9.3 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1995), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- i) Section 8: General duties of employers to their employees;
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
 - iii) Section 37: Acts or omissions by employees or mandatories, and
 - iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
4. In addition to the requirements of Clause 6.3 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
 5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
 6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1995 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

Atfor and behalf of the Employer

on this the day of 20.....

SIGNATURE:.....

CAPACITY:.....

WITNESSES:

SIGNATURES: (1)

(2)

NAMES: (1)

(2).....

At for and behalf of the MANDATORY

on this the day of 20.....

SIGNATURE:

CAPACITY:

WITNESSES:

SIGNATURES: (1).....

(2).....

NAMES: (1)

(2).....

Part C2: Pricing data

C2.1 - Pricing instructions

C2.1 - Pricing instructions

1. The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications), the Drawings, the Municipal Financial Management Act and the Supply Chain Management Regulations shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities 1. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
6. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
7. **A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. Failure to price each item will result in the bid being rejected.**

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column.

Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bided rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

8. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

9. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement 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 Bidder bids to do the work
Amount:	The quantity of an item multiplied by the bided rate of the (same) item
Sum:	An amount bided 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

Signature of person authorised to sign bid documents

Name in block letters

Designation

C2.2 - Bill of Quantities

REPLACEMENT OF 2 ML RO PIAN T PUMPING MAIN PIPELINE

SECTION 1: PRELIMINARY & GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
1	SABS 1200 A	GENERAL				
		Fixed Charge Obligations				
1,1		Provide all fixed preliminaries,contractual obligations, overheads, risks and profits required for the execution of the works, including compliance with the conditions of the contract, site establishment and removal, insurances, gurarantees, health and safety,supervision, plant,tools attendance and all obligations not measured elsewhere	Sum	1		
		Time-related Obligations				
1,2		Provide for all time-related preliminaries and general costs for the duration of the contract, including site facilities, management and supervisory staff,security ,compliance costs and all overheads dependent on contract duration	Sum	1		
Total Carried Forward To Summary						-

REPLACEMENT OF 2ML RO PIANT PUMPING MAIN PIPELINE

SECTION 2: EARTHWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
	SABS 1200 DB	EARTH WORKS (PIPE TRENCHES)				
2,1		Clear vegetation and trees of girth up to 2 m	m	200		-
	8.3.2	Excavation: Excavation in all materials for trenches, backfill, compact, and dispose of surplus material: For depths up to 1 m and for the diameter range of				
2,2		Over 250 mm up to and including 320 mm For depths over 1 m and up to and including 2.0 m	m	200		-
2,3		Over 250 mm up to and including 320 mm	m	50		-
2,4		Extra-over Items 2.2 to 2.3 for hard rock excavation	m ³	85		-
2,5		Excavate and dispose of unsuitable material from trench bottom (provisional)	m ³	15		-
	8.3.3	Excavation ancillaries:				
	8.3.3.1(a)	Make up deficiency in backfill material:				
2,6		From other necessary excavation on site	m ³	5		-
2,7		Excavate and dispose of unsuitable material from trench bottom (provisional)	m ³	15		-
	8.3.3.4	Overhaul				
2,8		Limited overhaul (provisional)	m ³	20		-
	SABS 1200 DA	EARTHWORKS (SMALL WORKS)				
	8.3.2	Restricted excavation				
2,9		Excavate for restricted foundations, footings and trenches in all materials and use for backfill or embankment or dispose	m ³	10		-
		Extra-over Item 2.9 for				
2,10'		Hard rock excavation	m ³	5		-
Total Carried Forward						-

REPLACEMENT OF 2ML RO PIANP PUMPING MAIN PIPELINE

SECTION 2: EARTHWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
Brought Forward						-
	SABS 1200 LB	BEDDING (PIPES)				
	8.2.1	Provision of bedding from trench excavation (See note in this item in SABS 1200 LB)				
2,11		Selected granular material	m ³	45		
2,12		Selected fill material	m ³	120		
	8.2.2	Supply only of bedding by importation				
	8.2.2.1	From other necessary excavation (provisional)				
2,13		Selected granular material	m ³	15		
2,14		Selected fill material	m ³	50		
	8.2.3	Concrete cradle				
2,15		15 MPa/13	m ³	5		
	8.2.4	Encasing of pipes in concrete				
2,16		25 MPa/13 for all pipe diameters	m ³	5		
Total Carried Forward to Summary						-

REPLACEMENT OF 2ML RO PLANT PUMPING MAIN PIPELINE

SECTION 3: MEDIUM PRESSURE PIPELINES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
3	SABS 1200 L	MEDIUM PRESSURE PIPELINES				
		Supply, lay, joint and bed pipes complete with coupler sockets/butt fusion jointing :				
		HDPE PE100 Class 16				
3,1		315mm dia (OD)	m	200		
		Extra over 3.1 for supplying, jointing, laying and bedding of specials complete with coupler sockets/butt fusion				
		HDPE PE100 Class 16 Fittings				
		315mm dia HDPE bends				
3,2		22.5 degrees	No.	5		
3,3		45 degrees	No.	5		
3,4		90 degrees	No.	5		
		Extra over 3.1 for supplying, jointing, laying and bedding of specials complete with coupler sockets/butt fusion				
3,5		uPVC 315mm to 160mm reducer	No.	2		
3,6		HDPE 315mm to 315mm uPVC adapter	No.	2		
3,7		300mm ductile iron wafer-type non-return valve	No.	3		
	8.2.11	Anchor/thrust blocks and pedestals or pipe diameters and bends as indicated:				
		315mm dia				
3,8		22.5 degrees	No.	5		
3,9		45 degrees	No.	5		
3,10'		90 degrees	No.	5		
Total Carried Forward to Summary						-

REPLACEMENT OF 2ML RO PLANT PUMPING MAIN PIPELINE

ITEM NO.	DESCRIPTION	AMOUNT
1	SECTION 1: PRELIMINARY & GENERAL	-
2	SECTION 2: EARTHWORKS	-
3	SECTION 3: MEDIUM PRESSURE PIPELINES	-
4	SUBTOTAL	-
5	ADD 10% CONTIGENCIES	-
6	SUBTOTAL	-
7	ADD 15% VAT	-
8	GROSS TENDER AMOUNT	-

Part C2: SCOPE OF WORK

EMPLOYER'S OBJECTIVES

The Employer's objective is to replace deteriorated sections of the existing 2 ML RO product water pumping main, currently installed above ground on pedestals, with a 315 mm HDPE PN16 pipeline and to install non-return valves to prevent reverse flow and water losses.

The project aims to:

- Reduce water losses in a water-stressed supply system.
- Improve the hydraulic performance and operational stability of the RO product water rising main.
- Replace corroded steel pipework with a durable, low-maintenance pipeline solution.
- Improve long-term reliability of critical bulk water infrastructure.

BACKGROUND

The existing RO product water pumping main comprises approximately 156 metres of above-ground galvanised steel piping supported on concrete pedestals. Due to prolonged exposure, the steel pipework has experienced significant corrosion, resulting in frequent maintenance requirements, an increased risk of failure, and substantial water losses.

Furthermore, the rising main currently has no non-return valves, resulting in reverse flow and uncontrolled water losses during pipeline failures or maintenance activities.

To address these challenges, the Employer intends to decommission the above-ground steel pipeline and replace it with a buried 315 mm HDPE PN16 PE100 pipeline, together with the installation of strategically placed non-return valves. The 315mm HDPE pipe will connect to a 160mm UPC pipe on one side and a 315mm UPC pipe on the other side.

EXTENT OF WORKS

- The works comprise all labour, plant, materials, equipment, supervision, testing and commissioning necessary to complete the following:
- Isolation, draining, dismantling and removal or abandonment of approximately 156 metres of existing above-ground galvanised steel pipeline and associated pedestals, as directed by the Engineer.
- Excavation of trenches for the new pipeline to the required lines, levels, widths and depths, including excavation in all materials.
- Provision of trench support, dewatering and protection of existing services where required.
- Preparation of trench bottoms and provision of bedding material in accordance with SABS 1200 LB.
- Supply, laying and jointing of 315 mm HDPE PN16 PE100 pipes, including all HDPE butt fusion welding.
- Connection of the new HDPE pipeline to the existing network at designated tie-in points, including all temporary works and isolation measures required to maintain system stability.
- Supply, installation, testing and commissioning of flanged wafer-type non-return valves, pressure class PN16, suitable for installation on HDPE and/or PVC pipelines, including all stub flanges, backing rings, flange adaptors, bolts, nuts and gaskets, in accordance with SABS 1200 L.
- Installation of valves in positions accessible for inspection, maintenance and operational control, including construction of thrust blocks or anchor

- Backfilling of trenches with suitable selected material in layers and compacted to the specified density.
- Reinstatement of all affected surfaces to their original condition or better
- Hydrostatic pressure testing, flushing, disinfection and commissioning of the completed pipeline and valves.

LOCATION



Galvanized steel section of product discharge line to be replaced by HDD

This pipeline is located adjacent to the Port Alfred Sewer Treatment Works:
Lat- 33°34'47.86"S, Long- 33°34'47.86"S