



Ref No: 054/2024/PMID/MCWAP2/RFB Addendum No.: 13

20 May 2024

**ABSTRACTION WORKS, PUMPING STATIONS, RESERVOIRS, PIPELINE, RELATED
MULTIDISCIPLINE WORKS, ANCILLARY WORKS**

ADDENDUM NO.: 13

Herewith please find Addendum No.:13 which forms an integral part of the above-mentioned contract.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS FOLLOWS:

- 1. Complete the section below and **without delay** email a copy of this page to TCTA, email address tenders01@tcta.co.za; for the attention of The Receiving Officer to confirm that you have received this addendum.

Regards

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Azwi Nelwamondo
Senior Manager: Procurement

I/We herewith acknowledge receipt of ADDENDUM NO 13 for CONTRACT NO. 054/2024/PMID/MCWAP2/RFB

SIGNATURE: DATE:

ON BEHALF OF:

ADDENDUM NO.: 13

1. **CLAUSE 50.3.1.6; CONTRACT SOCIAL PARTICIPATION PERFORMANCE (CSPP) PENALTY IN PART C3.1 SPECIFICATION SECTION 50 SOCIO-ECONOMIC TARGETS AND PENALTIES**

The penalty provided for in the above clause is hereby removed as the combination of penalties provided in clauses 50.3.5, 50.4.2 & 50.5.3 of the above specification provides the same penalty provided in clause 50.3.1.6.

2. **CORRECTION OF TARGETS IN TABLE 50/2 & 50/3 UNDER PREFERENTIAL PROCUREMENT IN CLAUSE 50.4.1 OF PART C3.1 SPECIFICATION SECTION 50 SOCIO-ECONOMIC TARGETS AND PENALTIES**

The '**Target (% of the accepted contract amount)**' is not correct and is hereby amended to '**as a percentage (%) of the Procurement Target Amount shown in the Bill of Quantities**' in the tables referenced above.

3. **VOLUME 2, PART C1.1 APPENDIX TO TENDER: PERCENTAGE RETENTION RELATING TO SUB-CLAUSE 14.3**

The following is hereby added thereon:

Bidders may submit a retention bond instead of the retention money which is 10% of the accepted contract amount.

4. **PART C1.2: CONTRACT DATA PROVIDED BY THE EMPLOYER CONDITIONS OF CONTRACT**

Under Sub-Clause 4.2 – Performance Security the following is provided:

Delete the third paragraph and substitute:

“The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. The Performance Security shall indicate validity up to the date of issue of the Performance Certificate and ***shall not have an expiry date.***”

The above clause is hereby amended as follows:

Delete the third paragraph and substitute:

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. The Performance Security shall indicate validity up to the date of issue of the Performance Certificate and ***shall have an expiry date based on the proposed schedule of the bidder. Should the project extend beyond the Tenderer's proposed schedule, the Tenderer shall extend the expiry/validity of the performance bond***".

5. LOCAL PRODUCTION AND CONTENT PENALTY

Unless there is an approved exemption from the Department of Trade and Industry and Competition (DTIC), the following penalty shall apply where a bidder fails to meet the stipulated percentage threshold during the construction period:

- 2% penalty of the value of the stipulated designated local production and content.