

DEPARTMENT OF HUMAN SETTLEMENTS PROVINCE OF THE EASTERN CAPE

TENDER NO: SCMU11-23/24-017

**APPOINTMENT OF A CONTRACTOR FOR THE
INSTALLATION OF SERVICES TO 301 SITES AND
CONSTRUCTION OF 301 UNITS WITH RAINWATER
TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY**

TENDER DOCUMENT

JUNE 2023

COMPILED FOR:
DEPARTMENT OF HUMAN SETTLEMENTS
PROVINCE OF THE EASTERN CAPE
Steve Tshwete House
31 – 33 Phillip Frame Road
Waverly Park, Chiselhurst
East London

COMPILED BY:
BMK CONSULTING ENGINEERS
45 Richefond Circle
Office 218 second floor
Ridgeside Office Park
Umhlanga

NAME OF TENDERER:

Eastern Cape Department of Human Settlements



TENDER NO: SCMU11-23/24-017

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

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Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Eastern Cape Department of Human Settlements



TENDER NO: SCMU11-23/24-017

**KATIKATI 301 HOPUSING PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE
INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS
WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY**

Bids are hereby invited for project as listed below:

No	Project No.	Project Description	CIDB Grading	Technical Enquiries	Closing Time and Date	Bid document cost
1	SCMU11-23/24-017	APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY	8 CE GB OR Higher	P Thaver - BMK Engineering Consultants: 031 566 1160 Mr U Pambo ECDHS Cell: 082 040 3019 Email: UnathiP@ecdhs.gov.za	20 July 2023 at 11:00	Document to be downloaded from departmental website (www.ecdhs.gov.za)

The Department hereby invites contractors registered on: SCMU11-20/21-074: Appointment of a contractor to form a departmental panel of suppliers for construction of 40m2,45m2,50m2 partial services, and installation of engineering services in the province for a period of thirty-six months (36) – (Category A) - To submit bid for **SCMU11-23/24-017: APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY**

Compulsory briefing session on the bid will be held on site on the 11 July 2023 at 11h00 converging at Carthcart Town Hall, Carthcart, Amahlathi local Municipality thereafter proceeding to site at Katikati Township . Failure to attend the compulsory briefing session will lead to disqualific

The Terms of Reference are detailed in the bid document which will be available from the Departmental website (www.ecdhs.gov.za)

T2.1.1



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Bidders must take note of the following:

- Bids will be subjected to evaluation on price & preference points. The 80/20 or 90/10 preference point system, in terms of the Preferential Procurement Policy Framework Act 5 of 2022 regulations thereto, is applicable to this bid.
- Bidders are required to submit the specified verification documentation together with their bids to substantiate their preference points scoring.
- Bidders must submit valid registration with National Homes Builders Registration Council (NHBRC) certificate
- Bidders must be registered with the Construction Industry Development Board (CIDB) with a contractor grading of 8 CE GB or Higher respective or higher
- Bidders must submit proof of tax compliance with SARS – Tax compliance status pin;
- All bid forms must be completed;
- The bids are subject to an evaluation on objective criteria as per the bid document
- The bid is subject to evaluation on local production and content for designated sector;
- Late, telephonic, faxed or emailed bids which are not deposited in the relevant bid box will not be accepted; and
- The Department reserves the right to accept or reject any bid.

Completed bid documents in a sealed envelope endorsed with name of bidder, bid number and description must be deposited in the designated tender box located at the Department's Ground Floor (at the entrance), 31-33 Phillip Frame Road, Waverly park, Chiselhurst, East London, not later than **11H00 on 20 July 2023**.

It is the responsibility of the bidder and that of the courier in case of couriered bids to ensure that the bid is deposited in the bid box and not submitted to officials. The Department will not take any responsibility for bids not deposited in the bid box.

The Department will not take any responsibility for the posted bids that are not in the bid box during the closing time and date it is therefore the responsibility of the bidder to ensure that the bid is delivered to the bid box on or before the closing date and time.

Enquiries regarding the procurement process may be directed to Mr. Xolile Mpupa:- Supply Chain Management; Eastern Cape Department of Human Settlements, 31-33 Phillip Frame Road, Waverly

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

park, Chiselhurst, East London, 5200; Tel: (+27)43 711 9641; Cell: (+27) 74 142 4781; Fax: (+27) 43 711 9796; Email: xolilem@ecdhs.gov.za.

T2.1.3

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

EVALUATION CRITERIA

ECDHS has set minimum standards (Stages) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Evaluation stages

(STAGE 0): Administrative compliance	(STAGE 1): Price and Specific goals Evaluation	(STAGE 2): Risk Assessment
Bidders must submit all documents as outlined in Table 10 below	Bidders will be evaluated in terms of section 5 of the PPPFA 2000, Preferential Procurement Regulations, 2022.	Bidders will be evaluated in terms risk. Bidders that fail to meet the risk criteria will be considered to containing a potential high risk level and will not be considered for appointment

1.1 STAGE 0 – ADMINISTRATIVE COMPLIANCE

1.1.1 Without limiting the generality of ECDHS's other critical requirements for this Bid, bidders must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder. During this phase, bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. In case of a Joint Venture/Consortium all parties are expected to submit individual documentation:

Administrative compliance

No	Document that must be submitted	Explanatory Information
1	BILL OF QUANTITIES AND SUMMARY & FORM OF OFFER	Submit full details of the pricing proposal as per Bill of quantities. Blank spaces will be regarded as incomplete. Should the bidder not charge for the service, the bidder must indicate that with a zero (0). Bidders must complete the entire Pricing Schedule
2	NATIONAL HOME	Bidders must submit a valid International NHBRC

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	BUILDERS REGISTRATION COUNCIL (NHBRC) CERTIFICATE	certificate (certified copy) at closing date. The Department will verify the NHBRC certificate prior/during evaluation. Non compliance will lead to elimination.
3	CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION	Service Providers must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit CSD printout as proof of registration.
4	ANNEXURE A: PERFORMANCE REPORT	Completed performance reports must be submitted together with the bid proposal, failure to submit will result in non-allocation of points
5	FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE	Complete and sign the supplied proforma document
6	FORM B: DECLARATION OF INTEREST	Complete and sign the supplied proforma document
7	FORM C: AUTHORITY OF SIGNATORY	Complete and sign the supplied proforma document
8	FORM D: DECLARATION OF GOOD STANDING REGARDING TAX	Provide proof of Tax compliance with the South African Revenue Service (SARS)
9	FORM H: PREFERENCE POINTS CLAIM FORM;	Complete and sign the supplied proforma document
10	FORM Q: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS AND ANNEXURE A	Complete and sign the supplied proforma documents. Evaluation of local production and content
11	FORM K: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	Complete and sign the supplied proforma document

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12	FORM O: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE	Bidders must submit proof of valid CIDB registration at closing date. The Department will verify the CIDB registration. Non compliance will lead to elimination
13	FORM P: COMPANY'S REGISTRATION CERTIFICATE / AGREEMENT / I.D. DOCUMENT	Complete and sign the supplied proforma document

1.1.2 Evaluation for local production and content for designated sectors.

1.1.2.1 On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 100% will be considered.

1.1.2.2 The relevant designated sector: Steel Components and Plastic pipes and fittings. The minimum threshold for local production and content: 100%: - Reinforcing Bars (100%) Door and Window Frames (100%) Roof Trusses (100%) Joining Connection Components (100%) and Plastic pipes and fittings (100%);

1.1.2.3 Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

1.1.2.4 Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.

1.1.2.5 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.

1.1.2.6 The main contractor may not sub contract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s).

T2.1.3

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.1.2.7 For further information, bidders may contact the Steel products and components unit within DTI at 012 394 5157

1.1.2.8 Bidders must complete SBD 6.2 with Annexure C and it must be submitted with the bid at the closing date and time Bids which have not scored the required minimum percentage of 100% for Local Production and content will be disqualified unless the bidder obtains exemption form DTI at this stage. Only qualifying bids will proceed to the evaluation on price and specific goals.

1.2 STAGE 1: PRICE AND SPECIFIC GOALS EVALUATION

1.2.1 Regulation 3 of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2022, (the Regulations) stipulates that an organ of state must, prior to making an invitation for tenders, determine and stipulate the appropriate preference point system to be utilized in the evaluation and adjudication of tenders. If there is uncertainty on the preference point system to be applied, institutions must advertise the tender indicating that the tender will be evaluated on either the 80/20 or 90/10 preference point system.

1.2.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

1.2.3 Regulation 5 and 6 stipulates that 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).

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

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

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

T2.1.4


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1.3.1 POINTS AWARDED FOR SPECIFIC GOALS

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

Specific goals allocated points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned Organizations	8	3	
Youth	4	2	
People with Disability	2	2	
Locality: Eastern Cape	5	2	
Military Veterans	1	1	

1.3.2 CLAIMING OF PREFERENCE POINTS

1.3.2.1 Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in a form of valid Central Supplier Database (CSD) supplier profile that outlines the ownership of the organisation.

1.3.2.2 Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in form of a medical certificate / letter not older than 6 months from a registered medical practitioner (Practitioner number, contact

T2.1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

details to be stated on correspondence) detailing the disability. The Medical certificate will only be used for evaluation purposes.

1.3.2.3 Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in a form of valid Central Supplier Database (CSD) supplier profile that outlines the ownership of the organisation.

1.3.2.4 Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and or commission warehouses in this municipal area are expressly excluded from claiming points for this goal. Bidders must submit proof of the Company's Registered Offices. Proof of rate statement, lease agreement or confirmation of locality from local authority.

1.3.2.5 Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding. Bidders must submit proof in terms confirmation letters from the Department of Military Veterans.

NB: Bidders must provide sufficient proof and supporting documentation in respect of the above evaluation criteria and specific goals evaluation. Bidders who do not submit the required information shall not be scored for the respective/relevant evaluation criteria. In a case of a joint venture and/or consortium the agreements must clearly set out the shareholding and roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. Failure to submit shareholding will result in non-allocation of points

1.4 STAGE 2: OBJECTIVE CRITERIA/RISK ASSESMENT

1.4.1 The Department reserves the right not to appoint the highest scoring bidder, in a case where the bidder has quoted below the minimum market related amount of **266 000.00 per unit**. The market related price includes all extra ordinary development site conditions i.e.

T2.1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

double handling, difficult terrain, scatterdness of sites, creation of access roads and all geo technical site conditions.

1.4.2 Risk analysis:

1.4.2.1 The Department has the right to conduct a risk analysis on shortlisted bidders including verification through contractors site visit and conduction of loco inspection. The loco inspection will be conducted for verification of:

1.4.2.2 Plant and equipment

1.4.2.3 Completed projects (site visits)

1.4.2.4 Personnel

1.4.3 The risk assessment implies a systematic identification and judgement of potential risks levels to create a foundation decision making.

1.4.4 The risk analysis will be conducted on the bidder's quality of work and performance on previous completed projects not older than five (05) years starting from 2018 to the date of advert of the bid. Bidders must submit all three (03) documents listed below on Table 12 for each project to be assessed for risk. Failure to submit all documents will result in non-allocation of points:

Document that must be submitted for risk analysis

No	Document that must be submitted	Explanatory Information
1	Appointment letters.	Bidders must submit appointment letters of previous or current project undertaken that will utilised for assessment of risk
2	Performance reports which must reflect 50% completion (Attached on bid document as Annexure A),	Bidders must submit performance reports on previous or current similar projects undertaken. Reports must be completed and signed by client with contactable references.
3	Practical completion certificates or final completion certificates	Bidders must submit Practical completion certificates or final completion certificates on similar previous or current project undertaken. Reports must be

T2.1.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		completed and signed by client with contactable references.
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1.4.5 Performance reports are attached as Annexure A of the bid document and must be completed signed and stamp by the client.

1.4.6 Completed performance reports must be submitted together with the bid proposal, failure to submit will result in non-allocation of points. Bidders that fail to submit performance reports will be considered as high risk as the Department will be unable to satisfy itself.

1.4.7 Where information provided for loco inspections and performance reports are found to be fraudulent or there's misrepresentation of information, the Department will eliminate the bidder from further evaluation.

1.4.8 Risk assessment scorecard

1.4.8.1 The risk assessment score card will focus on the following risk factors.

1.4.8.1.1 Performance on pervious projects.

1.4.8.1.2 Quality standard of completed projects this refers to assessment of quality, contract extension and variation orders.

1.4.8.2 Risk will be assessed through scoring risk levels as below:

1.4.8.2.1 Poor = 04 points

1.4.8.2.2 Fair= 03 points

1.4.8.2.3 Good = 02 points

1.4.8.2.4 Excellent = 01 points

1.4.8.3 The score of seven (07) points will be maximum risk level the Department is willing to accept.

1.4.8.4 Bidders who score a total of eight (08) points and above will be considered to containing a potential significant to sever risk level and will not be considered for appointment.

T2.1.8

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

Risk assessment scorecard

RISK ASSESSMENT SCORECARD			
Risk level	Risk description	Performance on previous project	Quality
4– Poor	Risk that will have a severe impact on achieving desired results to the extent that one or more of its critical outcome objectives will not be achieved	Project not completed 181 days or more past the stipulated time frames.	Project completed/not completed with outstanding compliance issues
3 – Fair	Risk that will have a significant impact on achieving desired results, to the extent that one or more stated outcome objectives will fall below acceptable levels.	Project completed within 91 to 180 days past the stipulated time frames.	Project completed with partially resolved compliance issues
2 - Good	Risk that will have a Moderate impact on achieving desired results, to the extent that one or more stated outcomes objectives will fall below goals but above minimum acceptable levels	Project completed within 90 days past the stipulated time frames.	Project completed with minor resolved compliance issues
1 – Excellent	Risk has little or no impact on achieving outcome objectives	Project completed within the stipulated time frames.	Project completed with no outstanding compliance issues

T2.1.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.4.9** The Department reserves the right not to appoint the highest points scorer if the tenderer has already been awarded another project from the Eastern Cape Department of Human Settlements (ECDHS) and has not achieved 50% completion of the awarded project (signed performance reports to be provided).
- 1.4.10** If a bidder has been awarded a project from the ECDHS and has not achieved 50% completion on the awarded project. The bidder will be eliminated from further evaluation
- 1.4.11** Where the highest point scorer declines the appointment, the second highest point scorer will be considered, and if the second highest scorer declines the appointment the third highest point scorer will be considered and if the third highest points scorer declines the bid will be cancelled and re-advertised.
- 1.4.12** The Department will not negotiate a price higher than that quoted by the bidder.
- 1.4.13** The minimum market related amount of **R266 000.00 per unit** will be utilized as the minimum related price.
- 1.4.14** If the price offered by a tenderer scoring the highest points is above the market related price,
- 1.4.15** The Department may
- 1.4.15.1** Negotiate a market-related price with the tenderer scoring the highest points;
- 1.4.15.2** If the tenderer scoring the highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points;
- 1.4.15.3** If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points and if the third highest points scorer does not agree to a market related price the bid will be cancelled and re-advertised.

T2.1.10


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- 1.4.16** In an event where the Department has advertised more than one (01) tender on a single notice, the highest scoring bidder will be awarded one tender of the tenders advertised. If a single bidder has scored the highest points on multiple tenders the Department will enter into negotiations with the bidder to give waver to award the second highest scoring bidder up to the third highest points scorer.

2 LEGALITIES OF CONTRACT AND TENDER RULES

2.1 GENERAL CONDITIONS OF CONTRACT

- 2.1.1** The JBCC shall apply.

2.2 SPECIFIC CONDITIONS OF THE CONTRACT

Special Conditions that apply to this contract are as follows:

- 2.2.1** The contractor will have to sign a valid contract agreement with the DoHS immediately upon approval of the award.
- 2.2.2** The contractor will be liable for any recollection of missing data, as a result of poor completion of questionnaire by the appointed entity;
- 2.2.3** Copyright of the reports to be delivered by the bidder to the Department will vest upon the Department on acceptance of the final reports.
- 2.2.4** Department reserves the right to conduct risk analysis on whether to appoint a contractor or not.
- 2.2.5** The contractor must have access to internet as basis of communication (email).
- 2.2.6** The contractor will draft and submit its own detailed Bill of Quantities (BOQ).
- 2.2.7** The contractor will furnish the Department with an invoice upon Completion of each milestone (along with other required supporting documentation).
- 2.2.8** Contractor will be required to attend an initial meeting organized by the ECDHS to introduce the relevant project stakeholders.
- 2.2.9** The contractor will be liable for any recollection of missing data because of poor completion of questionnaire by the appointed entity.
- 2.2.10** Tariffs must not exceed the tariffs published by ECSA, DPSA or the Department of Public Works for specified Consultant's categories.

T2.1.11


Contractor

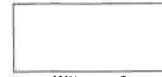

Witness 1


Witness






Witness 1


Witness 2

3 DURATION OF THE PROJECT

The duration of the project (Implementation) is expected to be for period of Twenty seven (27) months.

4 RETURNABLE SCHEDULES

The contractor must ensure that the following documents are completed and returned with the bid proposal:

- 4.1 SBD 2: TAX CLEARANCE CERTIFICATE.
- 4.2 SBD 4: DECLARATION OF INTEREST.
- 4.3 SBD 6.1: PREFERENCE POINTS CLAIM FORM.
- 4.4 SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL
PRODUCTION AND CONTENT FOR DESIGNATED
SECTORS.
- 4.5 FINAL SUMMARY & FORM OF OFFER.

5 COLLECTION OF BID DOCUMENTS

Bid documents will be available from the **30 June 2023** on the on Departmental website (www.ecdhs.gov.za).

6 SUBMISSION OF BID PROPOSALS

- 6.1 Bid proposals must be deposited in a Bid Box (that is accessible 24 hours) situated at the Ground Floor, Department of Human Settlements, Steve Tshwete Houses, 31–33 Phillip Frame Road, Waverley Park, Chiselhurst, East London.
- 6.2 It is the responsibility of the bidder and that of the courier in case of couriered bids to ensure that the bid is deposited in the bid box and not submitted to officials. The Department will not take any responsibility for bids not deposited in the bid box.
- 6.3 The Department will not take any responsibility for the posted bids that are not in the bid box during the closing time and date it is therefore the responsibility of the bidder to ensure that the bid is delivered on the bid box on or before the closing date and time.

T2.1.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.4 Bid proposals must be submitted in a sealed envelope clearly marked with bidders' details as follows:

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

6.5 Faxed or emailed bid proposals will not be accepted. The Technical Proposal envelope may be opened in public on the closing day.

7 BID VALIDITY

This bid will be valid for one hundred and twenty (120) days after the closing date.

8 COMPULSORY BRIEFING

Compulsory briefing session on the bid will be held on site on the **11 July 2023 at 11h00** converging at Carthcart Town Hall, Carthcart, Amahlathi local Municipality thereafter proceeding to site at Katikati Township . Failure to attend the compulsory briefing session will lead to disqualification.

9 CLOSING DATE

All bid proposals in response to this bid should reach the Department not later than the **20 July 2023 at 11H00**. Bids received after 11H00 will not be accepted and considered.

10 CONTACT DETAILS ON TERMS OF REFERENCE

All **technical enquiries** regarding this bid may be directed to:

P Thaver - BMK Engineering Consultants: 031 566 1160

Mr U Pambo – ECDHS: Cell: 082 040 3019 Email: UnathiP@ecdhs.gov.za

All **Supply Chain Management** related enquiries regarding this bid may be directed to:

Mr. Xolile Mpupa: Deputy Director – Demand Management; Department of Human Settlements,

EAST LONDON

Cell: 074 142 4781

Tel: (043) 711 9641

E-mail: xolilem@ecdhs.gov.za.

T2.1.13


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

T2.1.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A

PERFORMANCE REPORT

CONFIDENTIAL

This performance report should be completed and submitted with the bid proposal. Submission of this report is essential to assist the Department to make procurement decisions based on the most objective information. This may influence matters such as the offering of tendering opportunities; award of contracts; assessment.

Contract Details

Contract No:

Contract Title			
Original Contract Price			
Date of Contract		Original Date for Completion	

Contractor Details

Total extensions of time approved		Extended Contractual Completion Date	
Predicted Date for Completion		Actual Date of Completion	

Reference's Details

Name of Organisation				
Organisation's Representative	Name			
	Position			
	Tel		Mobile	
	Email			

Performance Report

Evaluation Criteria	N/A	Excellent	Good	Fair	Poor	
Time Management	☐	☐	☐	☐	☐	☐
Standard of Work/Quality of workmanship	☐	☐	☐	☐	☐	☐
Personnel	☐	☐	☐	☐	☐	☐
Subcontractor Mgmt	☐	☐	☐	☐	☐	☐
Plans and Designs	☐	☐	☐	☐	☐	☐

T2.1.15

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Definition and Relative Weighting of Grading

Grading	Definition	Rating*
Excellent	Risk has little or no impact on achieving outcome objectives	1
Good	Risk that will have moderate impact on achieving desired results, to the extent that one or more stated outcomes objectives will fall below goals but above minimum acceptable levels	2
Fair	Risk that will have a significant impact on achieving desired outcomes, to the extent that one or more stated outcome objectives will fall below acceptable levels.	3
Poor	Risk that will have a severe impact on achieving desired outcomes, to the extent that one or more of the critical outcome objectives will not be achieved	4

Overall Comments on Performance

Reference's opinion

I have attached further information ☐

SIGNED BY/ON BEHALF OF THE CLIENT

NAME

SIGNATURE

DATE

COMPANY STAMP

T2.1.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS



TENDER NO: to be confirmed

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND
CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS
AT KATIKATI IN AMAHLATHI MUNICIPALITY**

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za)

The Tender Data makes several references to the CIDB Standard Conditions of Tender 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 CIDB 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 No.	
F.1.1	The Employer is: Eastern Cape Department of Human Settlements 31 – 33 Phillip Frame Road East London 5247
F.1.2	The tender document's contents is as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance(Yellow) C1.2 Contract Data(Yellow) C1.3 Form of Guarantee(Yellow) Part C2: Pricing Data C2.1 Pricing Instructions(Yellow) C2.2 Bill of Quantities(Yellow) Part C3: Scope of Work C3 Scope of Work Part C4: Site Information C4 Site Information Part C5: Additional Relevant Documents(White)	
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.	
F.1.4	The Employer's Representative is:	BMK Engineering Consultants Office 218, 45 Richefond Circle, Umhlanga Ridge Office Park Telephone No: (031) 566 1160 Fax No: (031) 566 1732 Prenolan Thaver
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.	
F.1.5.1	Reject or Accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Only those Tenderers, who are registered with the Construction Industry Development Board (CIDB), in a Contractor grading designation equal to or higher than 8 CE GB OR higher class construction work, are eligible to have their tenders evaluated.	

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Joint Ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. The combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 8 CE GB class of construction works. 3. That both members of the JV be represented at the compulsory clarification meeting. Only tenderers who registered with CIDB and relevant grading are eligible to submit tenders.
F.2.2	Compensation of tendering Accept that 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 satisfy requirements.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright 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.
F.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.
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a compulsory clarification meeting are: Compulsory briefing session on the bid will be held on site on the 11 July 2023 at 11h00 converging at Carthcart Town Hall, Carthcart, Amahlathi local Municipality thereafter proceeding to site at Katikati Township . Failure to attend the compulsory briefing session will lead to disqualification. No individual should represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification. All joint venture partners must be individually represented at the compulsory clarification meeting.

T2.1.3

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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F.2.8	Seek clarification Questions or queries must be submitted to the Engineer at least five (5) working days before the stipulated closing date and time of the tender. However, BMK shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer
F.2.10	Pricing the tender State the rates and prices in Rand
F.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 sign next to all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. 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.
F.2.13	Submitting a tender offer No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked "TENDER NO: SCMU11-23/24-017 – The Construction of Katikati Housing Development" Sealed bids with the Tender number and description of the bids endorsed on the envelop, with the bidders details clearly indicated, must be deposited into the Bid box located in 31 – 33 Phillip Frame Road, Steve Tshwete House, Waverly Park, Chiselhurst, East London on or before the closing date and time. Bids received after the said closing date and time and not clearly marked as prescribed, will not be considered. Facsimile and emailed bids will not be accepted. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the department will remain in the department's possession until after the stipulated closing date and time.
F.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. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM D Authority of Signatory."

T2.1.4


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

F.2.15	Closing date and time 20 July 2023 at 11:00
F.2.16	Tender offer validity The Tender offer validity period is 120 Days.
F.3.4	Opening of tender submissions Tenders will be opened in public on the (TBC) at 31 – 33 Phillip Frame Road, Steve Tshwete House, Waverly Park, Chiselhurst, East London.
F.3.6	Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the employer.
F.3.11	Evaluation of tender offers The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Department and the Preferential Procurement Regulations of 2011. If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u> ▪ Certified or scanned copies of Tax Clearance Certificates. (Only valid original tax clearance certificates must be attached to the Tender document). ▪ Non submission of the offer in the prescribed format ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ Failure to fully complete the schedule of quantities as required. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory briefing meetings ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory” ▪ No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation

T2.1.5


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time 6. Good standing with SA Revenue Services ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer must affix <u>an original valid Tax Clearance Certificate</u> to the <u>designated page of the Tender document</u>. If the Tender does not meet the requirements contained in the department's supply chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation. 7. Penalties The Department will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender. ▪ Restrict the firm, its shareholders and directors on obtaining any business from the Department for a period of 5 years.
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T2.1.6

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Eastern Cape Department of Human Settlements



TENDER NO: SCMU11-23/24-017

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Bidder must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM B	DECLARATION OF INTEREST
FORM C	AUTHORITY OF SIGNATORY
FORM D	DECLARATION OF GOOD STANDING REGARDING TAX
FORM H	PREFERENCE SCHEDULE
FORM K	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM N	PROPOSED AMENDMENTS AND QUALIFICATIONS
FORM O	CONTRACTOR'S CIDB REGISTRATION CERTIFICATE
FORM P	COMPANY'S REGISTRATION CETIFICATE / AGREEMENT / I.D. DOCUMENT

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPULSORY BID DOCUMENTS

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – The next Form “A” needs to be completed

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

8. VAT REGISTRATION NUMBER

9. TAX REFERENCE NUMBER

10. CIDB REGISTRATION NUMBER

10.1 CIDB GRADING

11. HAS A B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE BEEN
SUBMITTED
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

YES		NO	
-----	--	----	--

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

• ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES		NO	
-----	--	----	--

If Yes enclose Proof

.....
Signature

.....
Date

.....
CAPACITY UNDER WHICH BID IS SIGNED

.....
Name of Bidder

T2.1.2

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

T2.1.3

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

On _____ (date)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Eastern Cape Department of Human Settlements in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

T2.1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

NO		NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

T2.1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Certified Copies of the ID's of the Directors

2. For Companies

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

3. For Joint Venture Agreements

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

4. For Partnership

- Certified Copies of the ID's of the partners

5. One person Business / Sole trader

- Certified Copy of ID

6. Original Tax Valid Clearance Certificate issued by the South African revenue Service

7. Duly Signed and dated original or certified copy of Authority of Signatory on company Letterhead

T2.1.6



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

FORM B: DECLARATION OF INTEREST (SBD4)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, shareholder etc):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

* "State" means –

(a) 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);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

T2.1.7

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

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Witness 2

(e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.8 Did you or your spouse, or any of the company’s directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.
.....
.....YES / NO

T2.1.8

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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YES / NO

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

.....YES / NO

2.11.1 If so, furnish particulars:

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

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.1.9


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM C: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Tender number

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

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

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

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

T2.1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: DECLARATION OF GOOD STANDING REGARDING TAX (SBD 2)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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.

Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender.

T2.1.4


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{80/20 \cdot Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned Organizations	4	8		
Youth	2	4		
People with Disability	1	2		
Locality: Eastern Cape	2	5		
Military Veterans	1	1		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

FORM K: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (SBD5)

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods work or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30 % of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:

Name of bidder.....

Postal address

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

Date.....

T2.1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM L: PROOF OF VALID CERTIFICATE OF GOOD STANDING WITH
 COMPENSATION COMMISSIONER**

Affix certified Proof of Good Standing with Compensation Commissioner on this page

T2.1.3


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM M: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that:

_____ (Tenderer)

of _____ (address)

_____ was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at

Eastern Cape Department of Human Settlements, XXXX

on _____ 20 _____ starting at 10h00.

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

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____ Date & Time _____

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

Name _____ Signature _____

Capacity _____ Date & time _____

T2.1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

Page/ item	Proposal

Number of sheets appended by the tenderer to this schedule(If nil enter NIL)
(Enter number in word form: e.g. TEN)

T2.1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.1.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender]

In case of Partnership/Joint Venture consolidated CIDB Registration Certificate must be attached.

T2.1.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM P: COMPANY REGISTRATION CERTIFICATE / AGREEMENT / I.D.
DOCUMENT**

[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here. Failure to submit the above information will invalidate the tender]

T2.1.1					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

Commodity	Components	Local Content Threshold
Steel and plastic pipes and fittings	Reinforcing Bars (100%) Door and Window Frames (100%) Roof Trusses (100%) Joining Connection Components (100%) and Plastic pipes and fittings (100%);	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,(full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,(full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

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- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

SATS 12/06/2011

Local Content Declaration - Summary Schedule

(C1) Tender No. _____
 (C2) Tender description: _____
 (C3) Designated products: _____
 (C4) Tender Authority: _____
 (C5) Tendering Entity name: _____
 (C6) Tender Exchange Rate: _____
 (C7) Specified Local content % _____

STEEL PRODUCTS PLASTIC PIPES AND FITTINGS 100%
 DEPARTMENT OF HUMAN SETTLEMENTS

Note: VAT to be excluded from all calculations

Price _____

EU _____

GBP _____

Tender Item no's	List of Items	Tender price - each (incl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	reinforcing bars	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)
1	Steel joining/Connecting components						(C15)
2	Door and Window Frames						
3	Roof Trusses						
4	Plastic Pipes and Fittings						
5							

Calculation of local content

Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt Imported content R 0

(C22) Total Tender value net of exempt Imported content R 0

(C23) Total imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender R 0

Signature of tenderer from Annex B

Date: _____

Annexures of SBD 6.2 Local Production and Content

ANNEXURE A

PERFORMANCE REPORT

CONFIDENTIAL

This performance report should be completed and submitted with the bid proposal. Submission of this report is essential to assist the Department to make procurement decisions based on the most objective information. This may influence matters such as the offering of tendering opportunities; award of contracts; assessment.

Contract Details

Contract No:

Contract Title			
Original Contract Price			
Date of Contract		Original Date for Completion	

Contractor Details

Total extensions of time approved		Extended Contractual Completion Date	
Predicted Date for Completion		Actual Date of Completion	

Reference's Details

Name of Organisation				
Organisation's Representative	Name			
	Position			
	Tel		Mobile	
	Email			

T2.1.3

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2

Performance Report

Evaluation Criteria	N/A	Excellent	Good	Fair	Poor	
Time Management	☐	☐	☐	☐	☐	☐
Standard of Work/Quality of workmanship	☐	☐	☐	☐	☐	☐
Personnel	☐	☐	☐	☐	☐	☐
Subcontractor Mgmt	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐
Plans and Designs	☐	☐	☐	☐	☐	☐

Definition and Relative Weighting of Grading

Grading	Definition	Rating*
Excellent	Risk has little or no impact on achieving outcome objectives	1
Good	Risk that will have moderate impact on achieving desired results, to the extent that one or more stated outcomes objectives will fall below goals but above minimum acceptable levels	2
Fair	Risk that will have a significant impact on achieving desired outcomes, to the extent that one or more stated outcome objectives will fall below acceptable levels.	3
Poor	Risk that will have a severe impact on achieving desired outcomes, to the extent that one or more of the critical outcome objectives will not be achieved	4

Overall Comments on Performance

Reference's opinion

I have attached further information ☐

T2.1.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED BY/ON BEHALF OF THE CLIENT

NAME

SIGNATURE

DATE

COMPANY STAMP

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8 of the Conditions of Tender.

T2.1.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Eastern Cape Department of Human Settlements



TENDER NO: to be confirmed

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Documentation

Part C6 : Lay-out Drawings

C1.1.1

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

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

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

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

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (In figures).

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

.....
..... Rand (in words); R (In figures).

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____

Name

Date

C1.1.2

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

CL1.1.3

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

C1.1.4

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

C1.1.5

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2010, Second edition)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Eastern Cape Department of Human Settlements
1.2.1.2	Eastern Cape Department of Human Settlements 31 – 33 Phillip Frame Road East London 5247 Telephone: 043 711 9901 Facsimile: 043 711 9595
1.1.1.16	The name of the Engineer is BMK Engineering Consultants
1.2.1.2	The address of the Engineer is: Office 218, 45 Richefond Circle, Umhlanga Ridge Office Park 4321 Telephone: (031) 566 1160 Facsimile: (031) 566 1732 Contact: Mr. Prenolan Thaver
5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on the 16/12/2023.
5.3.1	The documentation required before commencement with Works execution are: • Health & Safety Plan (Refer to Cl. 4.3) • Initial Programme (Refer to Cl. 5.6) • Security (Deed of Guarantee) (refer to Cl. 6.2) • Insurance (Refer to Cl. 8.6) • Detailed Methodology • Quality Control Forms associated with each element of construction
5.3.2	The time to the documentation required before commencement with Works execution is 14 days.

C1.1.6

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2.1	The security to be provided by the Contractor shall be the Performance guarantee liability of 10 % of the Contract Sum.
6.2.2	The Form of Guarantee is to contain the wording of the pro forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
5.3.1	The Contractor shall commence executing the Works within 1 day from the Commencement Date.
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is 10 % of contract value
1.1.1.14	The Works shall be completed within 18 months .
5.13.1	The penalty for failing to complete the works is R 5000 per day.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works but received on site is 80 % .
6.10.3	The percentage retention on the amounts due to the Contractor is 10% .
6.10.3	The limit of retention money is 10 % of the contract value.
1.1.1.13	The Defects Liability Period is 12 months .
3.1.3	Approval of the Employer is required for i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Municipal Manager for the issue of the cession has been requested and obtained ii). Use of contingencies – for all items for which rates have not been approved in terms the contract. iii). Extension of Time – extension of time can only be granted by the Employer.
9.1	The Engineer shall give the Contractor a written termination notice on behalf of the Employer if the circumstances and performance of the Contractor in terms of the contract warrants such action.
4.4.1	Sub-contracting – the contractor shall not sub contract the whole contract. No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including: ▪ Previous experience ▪ Work which will be sub-contracted to him/her ▪ Approximate value of the work to be sub-contracted Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2010, Second Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor: ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C1.1.7

[Signature Box]

Tenderer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

1.1.1.22	Construction - The following applicable standardized and particular specifications are relevant to this contract: GCC 2015; SANS 1200
6.9.1	Plant & Materials - All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.
4.9.1	Construction Equipment - All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.
5.12.2.1	The additional clauses to the General Conditions of Contract are: Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site. If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

C1.1.8

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.
5.12	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

PART 1: DATA PROVIDED BY THE CONTRACTOR

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

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

Clause	Data
1.8	The Contractor is:
1.2.2	Name: The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
37.2.2.3	The percentage allowance to cover overhead charges is

C1.1.9

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS

TENDER NO. to be confirmed

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTIONS 36(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No.
85 OF 1993

This Agreement is made between _____

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

in his capacity as: _____

AND: _____

(hereinafter called the CONTRACTOR) of the one part herein represented by: _____

in his capacity as: _____

duly authorized to sign on behalf of the CONTRACTOR.

WHEREAS the CONTRACTOR is the MANDATORY of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

TENDER NO: TBC

TENDER TITLE: APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES
TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN
AM AHLATHI MUNICIPALITY

For the construction, completion and maintenance of the works;

NOW THEREFORE the parties agree as follow:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The

CL1.1.1

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, compliant or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, compliant or criminal charge.

Thus signed at _____ for and behalf of the **CONTRACTOR**

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____

2. _____

Thus signed at _____ for and behalf of the **EMPLOYER**

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____

2. _____

C1.1.2

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Tenderer

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Witness 1

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Witness 2

--

Employer

--

Witness 1

--

Witness 2

HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Written agreement between Eastern Cape Department of Human Settlements (hereinafter referred to as "the Employer")

and _____ (hereinafter referred to as "the mandatory") as envisaged by Section 37 (2) of the Occupational Health and Safety Act, No. 85. of 1993 as amended.

I _____

representing _____ (mandatory) do

hereby

Acknowledge that _____ (mandatory) is

an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act No. 85 OF 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good standing Certificate: ☐ yes ☐ no (tick one box)

C1.1.3

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including agent, a contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilize the services of their own mandatories (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to conduct the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of EMNAMBITHI Municipality in this respect.
10. The Work to be done is: **INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY**
11. The area in which the work is to be conducted is Cathcart, Eastern Cape.
12. The Contractor shall familiarizes himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into this area.

C1.1.4

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned _____
in my capacity as _____
of the firm _____

1. Hereby undertake to ensure that I/my firm and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37 (2) of the said act, as well as any relevant work in, to or on any EMNAMBITHI Municipality buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnity, in terms of the above undertakings, Eastern Cape Department of Human Settlements-
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Eastern Cape Department of Human Settlements and/or any liability that Eastern Cape Department of Human Settlements may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Eastern Cape Department of Human Settlements clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Eastern Cape Department of Human Settlements and any damages for which I, managers or directors of my firm hold Eastern Cape Department of Human Settlements liable.
3. My Firm's compensation commissioner number is _____ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have authority to sign this indemnity undertaking and that Eastern Cape Department of Human Settlements is not obliged to confirm such confirmation.

C1.1.5

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signed at _____ this _____ day of _____

Signature Capacity

As witnesses:

1. _____

2. _____

CL1.6

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

TENDER NO: to be confirmed

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

WHEREAS

at
(Hereinafter referred to as "the Employer")

entered into, on the Day of2016, at

a Contract with

at
(Hereinafter called "The Contractor")

for the construction of

.....

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2

agree to under the said Contract.

- 2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
- 3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
- 4. Our total liability hereunder shall not exceed the sum of (R.....).
- 5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

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

As witnesses:

- 1. Signature
- 2. Duly authorised to
sign on behalf of
- Address
-
-

EASTERN CAPE DEPARTMENT OF SETTLEMENTS



TENDER NO: to be confirmed

**APPOINTMENT OF A CONTRACTOR FOR THE
INSTALLATION OF SERVICES TO 301 SITES AND
CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS
AT KATIKATI IN AMAHLATHI
MUNICIPALITY DEVELOPMENT**

C2 PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF SETTLEMENTS



TENDER NO: to be confirmed

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of SANS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SECTION 1200 A, Preliminaries and General.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
6. An item against which no price is entered will be considered to be covered by the other Prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF SETTLEMENTS



TENDER NO. to be confirmed

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301
SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS
AT KATIKATI IN AMAHLATHI MUNICIPALITY**

BILL OF QUANTITIES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SECTION : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1	SANS 1200 A	SECTION 1: PRELIMINARY AND GENERAL					
1.1	8.3	FIXED-CHARGE ITEMS					
1.1.1	8.3.1	Contractual Requirements	Sum	1.0			
1.1.2	8.3.2	Establish Facilities on the Site :					
		a) Facilities for Engineer (SANS 1200 AB)					
1.1.2.1		Offices: 3 furnished rooms with telephones and 2 name-boards	Sum	1.0			
1.1.2.2		Garages: 4 lean-to as per PSAB ...	Sum	1.0			
1.1.3		b) Facilities for Contractor					
1.1.3.1		Offices and storage sheds	Sum	1.0			
1.1.3.2		Laboratories	Sum	1.0			
1.1.3.3		Ablution and latrine facilities	Sum	1.0			
1.1.3.4		Tools and equipment	Sum	1.0			
1.1.3.5		Water supplies, electric power and communications	Sum	1.0			
1.1.3.6		Access (Subclause 5.8)	Sum	1.0			
1.1.3.7		10 t vibrating roller	Sum	1.0			
1.1.3.8		Plant for concrete mixing and cableway	Sum	1.0			
1.1.4	8.3.3	Other fixed-charge obligations	Sum	1.0			
1.1.5	8.3.4	Remove Engineer's and Contractor's Site establishment on completion	Sum	1.0			
1.2	8.4	TIME-RELATED ITEMS					
1.2.1	8.4.1	Contractual Requirements	Sum	18.0			
	8.4.2	Operate and maintain facilities on the Site:					
	8.4.2.1	a) Facilities for Engineer for duration of construction (SANS 1200 AB)					
1.2.2		Survey assistants and material	Sum	18.0			
1.2.3	8.4.3	Supervision	Sum	18.0			
1.2.4	8.4.4	Company and head office overhead costs	Sum	18.0			
1.2.5	8.4.5	Other time-related obligations	Sum	18.0			
1.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER					
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SECTION : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	8.5	For work to be done by a nominated sub-contractor (or the Employer)					
1.3.1		a) Electricity installation (nominated sub-contractor)	Sum	1.0	100,000.00	100,000	00
1.3.2		b) Overheads, charges and profit on item .3.3	%	100,000.00			
	8.8.5	Land Survey Act					
1.3.3		a) Search for and record tri- gonometrical survey beacons, bench marks and plot boundary pegs, and expose on completion of Works	Sum	1.0			
1.3.4		b) Protect beacons, etc., located under item .3.6 and reposition or re-establish, as ordered, the same by a Registered Land Surveyor on completion of the Works	Sum	1.0			
1.4	8.7	Daywork					
1.4.1.1		Labour	Sum	18.0	50,000.00	900,000	00
1.4.1.2		Percentage adjustment to item .3.10 for labour	%	50,000.0			
1.4.2.1		Plant	Sum	1.0	100,000.00	100,000	00
1.3.15		Percentage adjustment to item .3.14 for plant	%	100,000.0			
1.5	8.8	TEMPORARY WORKS					
1.5.1	8.8.2	Deal with traffic and maintain road (or accommodation of traffic)	Sum	1.0			
1.5.2	8.8.4	Existing services					
1.5.2.1		Supply (or hire) of specialist equipment for the detection of underground services (Prov)	Sum	1.0			
1.5.2.2		The use of equipment for detection	Sum	1.0			
1.5.2.3		Excavate by hand in soft material to expose service	m³	1,000.0			
1.5.2.4		Temporary protection ofservice	Sum	1.0			
1.6	PS	Health and Safety					
1.6.1		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor deems necessary.	Sum	1.0			
1.6.2		(b) Fixed obligations for completing and checking the Project H & S file and handing over to the Client on completion of the works.	Sum	1.0			
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	ROADWORKS	
						AMOUNT	
						R	c
3		SECTION 3: ROADWORKS					
	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)					
		TREATMENT OF ROAD-BED					
3.1	PSDM 1.3.4	Six-pass roller compaction					
3.1.1		Vibratory roller	m ²	14,200.0			
3.1.2		Impact roller	m ²	14,200.0			
3.2	8.3.3(a)	Road-bed preparation and compaction of material					
3.2.1		Compact to 93 % mod. AASHTO maximum density	m ³	2,200.0			
		Sidewalk preparation and compaction of material					
		Compact to 93 % mod. AASHTO maximum density	m ³	1,100.0			
3.3	8.3.3(b)	In-place treatment of road-bed in intermediate or hard material					
3.3.1		Ripping	m ³	5,000.0			
3.3.2		Blasting	m ³	5,000.0			
		EARTHWORKS					
3.4	8.3.4	Cut and borrow to fill to formation (box) level and compact to 93% mod. AASHTO max. density measured in fill including benching:					
3.4.1		Compact to 93 % mod. AASHTO maximum density	m ³	7,300.0			
3.4.2		Rockfill, process, and compact	m ³	2,000.0			
3.5	8.3.6	Extra-over items 3.5 inclusive for excavating and breaking down material in:					
3.5.1		Intermediate Material	m ³	5,000.0			
3.5.2		Hard material	m ³	3,000.0			
3.5.3		Boulder excavation Class B	m ³	1,500.0			
3.6	8.3.7	Cut to spoil from					
3.6.1		Soft excavation	m ³	8,100.0			
3.6.2		Intermediate excavation	m ³	4,500.0			
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
3.6.3	SANS 1200 DM	Hard excavation	m³	3,000.0			
3.6.4		Boulder excavation Class B	m³	1,500.0			
		COMPACTION					
3.7		SUNDRIES					
		8.3.12	OVERHAUL				
3.7.1		Extra-over items 1.3,1.4& 1.5 for hauling material in excess of the freehaul of 0,5km but not more than 5.0 km	m³.km	120,000.0			
3.8	8.3.13	SURFACE FINISHES					
3.8.1	8.3.16	Topsoiling	m²	5,000.0			
3.8.2		Grassing	m²	5,000.0			
		GRAVEL SURFACING					
3.9		Gravel surface layer (G7 150mm to carriageways to 97% mod. AASHTO maximum density)	m³	5,000.0			
3.10		Finishing-off cut and fill slopes:					
3.10.1	PS	(a) Cut slopes	m²	3,000.0			
3.10.2	PS	(b) Fill slopes	m²	3,000.0			
3.11	8.3.14	Construct subgrade including shoulders with material from borrowpit or commercial sources and all haul					
3.11.1		G9 150mm to carriageways to 95% mod. AASHTO maximum density	m³	4,000.0			
	SANS 1200 MF	SECTION : BASE					
3.12	8.3.3	Construct base with material from commercial sources or designated borrow areas					
		a) Gravel material (G7)					
3.12.1		150mm to main carriageways	m³	3,500.0			
	SANS 1200 MK	SECTION : KERBING AND CHANNELLING					
Total Carried Forward							

THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
3.13	8.2.7	Trimming of excavations for concrete lined open drains in					
3.13.1		a) Soft material	m ²	700.0			
3.14	8.2.8	Cast in-situ concrete lining to open drains (25 MPa, Trapezoidal as per dwg)	m ³	150.0			
Total Carried Forward To Summary							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

STORMWATER & SUBSOIL DRAINAGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4		SECTION 4: STORMWATER, SUBSOILS DRAINAGE & CABLE DUCTS					
		EXISTING SERVICES					
4.1		Excavate by hand in all materials to expose :					
4.1.1		i) Stormwater services (provisional)	m ³	500.0			
	SABS 1200 DK	GABIONS AND PITCHING					
4.2	8.2.1	Surface preparation bedding of gabions					
4.2.1		a) Mattresses 6 x 2 x 0.3m	m ²	150.0			
4.3	8.2.2	Gabion mattresses :					
4.3.1		a) Mattresses 6 x 2 x 0.3m	m ³	50.0			
4.4		Extra-over items 4.30 for cutting and folding					
4.4.1		a) Gabion mattresses	m ²	20.0			
4.5	8.2.4	Geotextile blanket, Grade B (270g/m2) Geotextile or similar approved	m ²	150.0			
	8.2.8	MANHOLES construct complete with LD covers and frames					
4.6		Type A manhole as per eThekweni standard detail					
4.6.1		i) Exceeding 0,0 m but not exceeding 1,0 m	No.	1.0			
4.6.2		ii) Exceeding 1,0 m but not exceeding 1,5 m	No.	1.0			
4.6.3		iii) Exceeding 1,5 m but not exceeding 2,0 m	No.	1.0			
4.6.4		iv) Exceeding 2,0 m but not exceeding 2,5 m	No.	1.0			
4.6.5		v) Exceeding 2,5 m but not exceeding 3,0 m	No.	1.0			
4.7		SUBSOIL PIPES					
4.7.1		i) 110 mm dia. slotted Unplasticised PVC pipes and fittings, normal duty complete with couplings	m	3,288.0			
4.7.2		ii) 110mm x 45 deg. uPVC bends (provisional)	No.	75.0			
4.7.3		iii) 110mm x 110mm x 45 deg. uPVC junctions	No.	50.0			
4.7.4		iv) Stone - 19mm	m ³	290.0			
Total Carried Forward							



THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

STORMWATER & SUBSOIL DRAINAGE

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SEWERS

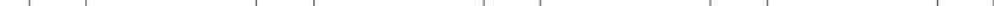
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		SECTION 5: SEWERS					
	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)					
		EXCAVATION					
5.1	8.3.2 (a)	a) Excavate in soft materials for trenches, backfill, compact and dispose of surplus/unsuitable material for pipes:					
5.1.1		i) 160 mm up to 250 mm diam. for total trench depth:					
5.1.1.1		Exceeding 0m but not 1.0m	m ³	4,260.0			
5.1.1.2		Exceeding 1.0m but not 2.0m	m ³	3,274.0			
5.1.1.3		Exceeding 2.0m but not 3.0m	m ³	242.0			
5.2		Extra-over items 4.1 to 3.2 incl. for					
5.2.1		Intermediate excavation	m ³	3,250.0			
5.2.2		Hard rock excavation	m ³	2,000.0			
5.3	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m ³	2,000.0			
5.4	8.3.3.1	Make up deficiency in backfill material: (Provisional)					
5.4.1		a) From other excavations on site	m ³	1,700.0			
		EXISTING SERVICES					
5.5		Excavate by hand in all materials to expose :					
5.5.1		i) Sewer services (provisional)	m ³	500.0			
	SABS 1200LB	BEDDING					
5.6		PROVISION OF BEDDING					
		Available from trench within 0,5 km (Subclause 3.4.1)					
5.6.1	8.2.1	a) Selected granular material	m ³	750.0			
5.6.2		b) Selected fill material	m ³	500.0			
Total Carried Forward							



THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
5.7	8.2.2.3	Commercial sources (Provisional)					
5.7.1		a) Selected granular material	m³	750.0			
5.7.2		b) Selected fill material	m³	500.0			
5.8	8.2.5	Overhaul of material for bedding (Provisional) where ordered Extra-over items .1.1 to .1.6					
5.8.1		a) Selected granular material	m³	1,500.0			
5.8.2		b) Selected fill material	m³	1,000.0			
	1200 LD	PIPEWORK					
5.9	8.2.1	Supply, lay, joint, bed (Class 34) Heavy duty uPVC dewer pipe on flexible pipe bedding					
5.9.1		a)160 mm dia.	m	6,600.0			
	SABS 1200 LD	MANHOLES ETC					
	PSLD 1	Manholes as per eThekwin Details complete with LD cover and frame & Type A Benching as per details, for depths over and up to:					
5.10		i) 160mm diam. for total trench depth:					
5.10.1		Exceeding 0m but not 1.0m	No.	5.0			
5.10.2		Exceeding 1.0m but not 2.0m	No.	130.0			
5.10.3		Exceeding 2.0m but not 3.0m	No.	20.0			
5.10.4		Exceeding 3.0m but not 4.0m	No.	2.0			
5.10.5		Exceeding 4.0m but not 5.0m	No.	3.0			
5.11	8.2.10	ACCESSORIES					
5.11.1		Extra Over Items 4.15, 4.16, 4.17 & 4.18 for HD concrete covers and frames	No.	56.0			
5.12	8.2.6	Erf Connections Direct as per Dwg. No. LD-7					
5.12.1		100 mm, 4-5 m long, to sewers up to 225 mm	No.	301.0			
5.13		SUNDRIES					
Total Carried Forward							



THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SEWERS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
5.13.1	8.2.7	Pipe protection Concrete cover slab (25Mpa) accross roadways, inclusive of Ref 395 mesh as per dwg no. BMK-RPE-021	m³	50.0			
5.13.2	8.2.9	Marker posts, complete, installed	No.	20.0			
5.13.3	8.2.10	Permanent plug stoppers	No.	20.0			
5.14	8.2.11	Connect to existing sewer: :					
5.14.1		a) Tie into existing manhole as per engineers instruction.	No.	5.0			

THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

WATER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
6	SABS 1200 DB	SECTION 6: WATER RETICULATION					
	SABS 1200 A	PRELIMINARY AND GENERAL					
6.1		INSPECTION AND DETECTION OF DEFECTS					
6.1.1	PSDA8	Allow provisional sum for Earthworks (Small Works) testing, where ordered by the Engineer (Prov.)	Sum	1.0			
6.2		PRESSURE TESTING & DISINFECTION					
6.2.1	PS	Water supplied for testing and disinfection of pipelines (prov)	Sum	1.0			
6.2.2		Contractors mark-up on item 6.2.1	%	250,000.0			
		EXCAVATION					
6.3	8.3.2(a) PSDB 2-5	a) Excavate in soft materials for trenches, backfill, compact, haunch and dispose of surplus/unsuitable material for pipes up to and including 250mm dia. for depths:					
6.3.1		i) 75mm diam. for total trench depth:					
6.3.1.1		Exceeding 0,5m but not 1,5m	m	1,900.0			
6.3.1.2		Exceeding 1,5m but not 2,0m	m	200.0			
6.3.2		ii) 110mm diam. for total trench depth:					
6.3.2.1		Exceeding 0,5m but not 1,5m	m	2,160.0			
6.3.2.2		Exceeding 1,5m but not 2,0m	m	210.0			
6.3.3		iii) 160mm diam. for total trench depth:					
6.3.3.1		Exceeding 0,5m but not 1,5m	m	100.0			
6.3.3.2		Exceeding 1,5m but not 2,0m	m	15.0			
6.4		Extra-over items 4.1 to 3.2 incl. for					
6.4.1		Intermediate excavation	m³	1,500.0			
6.4.2		Hard rock excavation	m³	1,000.0			
6.5	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m³	750.0			
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

WATER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Specials and Fittings for mPVC Pipelines (All specials and fittings to EWS standards)					
	8.2.2	Supply, deliver, handle, lay, bed, joint, test and disinfect in accordance with PSL 9.					
6.11		Steel Reducers (for mPVC pipes, all ends flanged)					
6.11.1		a) 160mm x 110mm	No.	5.0			
6.11.2		b) 160mm x 75mm	No.	6.0			
6.11.3		c) 110mm x 75mm	No.	10.0			
		Flange Adaptors - (C.I for mPVC pipe - flange to SABS 1123, Table 1600/3)					
6.12		Include for "Denso-wrapping" bolted connections in accordance with PSL1)					
6.12.1		a) 160mm	No.	3.0			
6.12.2		b) 110mm	No.	3.0			
6.12.3		c) 75mm	No.	3.0			
6.13		Equal Tees (Steel for mPVC pipes, all ends flanged)					
6.13.1		a) 160mm	No.	1.0			
6.13.2		b) 110mm	No.	1.0			
6.13.3		c) 75mm	No.	5.0			
6.14		Unequal Tees (Steel for mPVC pipes, all ends flanged)					
6.14.1		a) 160mm x 110mm	No.	1.0			
6.14.2		b) 160mm x 75mm	No.	1.0			
6.14.3		c) 110mm x 75mm	No.	1.0			
6.15		Endcaps (Steel for mPVC pipe- socketed)					
6.15.1		a) 160mm	No.	1.0			
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT.
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

WATER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Pressure bends with Lyng Joint or similar approved - Class 16					
6.16		Bend 90 Degree					
6.16.1		a) 160mm	No.	1.0			
6.16.2		b) 110mm	No.	1.0			
6.16.3		c) 75mm	No.	1.0			
6.17		Bend 45 Degree					
6.17.1		a) 160mm	No.	1.0			
6.17.2		b) 110mm	No.	7.0			
6.17.3		c) 75mm	No.	16.0			
6.18		Bend 22.5 Degree					
6.18.1		a) 160mm	No.	3.0			
6.18.2		b) 110mm	No.	2.0			
6.18.3		c) 75mm	No.	14.0			
6.19		Bend 11.25 Degree					
6.19.1		a) 160mm	No.	1.0			
6.19.2		b) 110mm	No.	3.0			
6.19.3		c) 75mm	No.	3.0			
		Pipe Sleeves for Roads Crossing					
6.20		Supply, deliver, handle, lay,bed, joint pipe sleeves for road crossings					
6.20.1		a) 160mm diameter Class 16 mPVC	m	30.0			
6.20.2		b) 110mm diameter Class 16 mPVC	m	100.0			
6.20.3		c) 75mm diameter Class 16 mPVC	m	150.0			
6.21	8.2.11	Anchor/Thrust Blocks					
6.21.1		a) Supply and install concrete thrust block grade 25/19	m³	30.0			
Total Carried Forward							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

WATER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
6.22	8.2.12	Concrete encasing					
6.22.1		a) Supply and install concrete encasement with grade 25/19	m³	30.0			
6.23	8.2.13	Fire hydrants					
6.23.1		a) Supply and install fire hydrant complete as per dwg.	No.	8.0			
6.24	PS	Isolation Valves					
6.24.1		a) 160mm dia.	No.	3.0			
6.24.2		b) 110mm dia.	No.	10.0			
6.24.3		c) 75mm dia.	No.	25.0			
6.25	PS	Connection to bulk main line	Sum	1.0	50,000.00	50,000	00

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SECTION : ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7	SANS 1200 MM	SECTION 7: ANCILLARY ROADWORKS					
7.1		PERMANENT TRAFFIC SIGNS					
7.1.1	8.3.1	Sign faces with painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retroreflective material with signboards constructed from					
7.1.1.1		a) Aluminium sheet (2,0 mm thick), of area over 2 m2 and up to 10 m2	m ²	100.0			
7.2	8.3.3	Sign Supports					
7.2.1		c) Timber to eThekweni standard details diameter 145 mm - 175 mm pine	m	100.0			
7.2.2	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m ³	60.0			
7.2.3	8.3.7	Statutory signs, street names, and the like, supplied and erected complete	No.	35.0			
Total Carried Forward To Summary							

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

TOP STRUCTURES

[illegible]

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THE CONSTRUCTION OF KATI KATI HOUSING DEVELOPMENT
EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS
BILL OF QUANTITIES

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	PRELIMINARY AND GENERAL	
2	SITE CLEARANCE	
3	ROADWORKS	
4	STORMWATER & SUBSOIL DRAINAGE	
5	SEWERS	
6	WATER RETICULATION	
7	ANCILLARY ROADWORKS	
8	TOP STRUCTURES	
	SUBTOTAL	
	Contingencies @ 10%	
	SUBTOTAL	
	Add 15% VAT	
	Total Carried Forward To Form of Offer	

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EASTERN CAPE DEPARTMENT OF SETTLEMENTS



TENDER NO: to be confirmed

**APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301
SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS
AT KATIKATI IN AMAHLATHI MUNICIPALITY**

C3 SCOPE OF WORKS

- C3.1** **Description of the Works**
- C3.2** **Engineering**
- C3.3** **Procurement**
- C3.4** **Construction**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE DEPARTMENT OF SETTLEMENTS



TENDER NO. ES 24/2016

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

C3.1 : DESCRIPTION OF THE WORKS

1 DESCRIPTION OF THE WORKS

1.1 CONTRACT WORK

The works shall be carried out entirely by the Civil Contractor's own staff and shall only be sub-contracted on approval by Eastern Cape Department of Settlements. This part of the specification shall have preference to any other part of the specification.

The scope of works has been scheduled to be completed over two financial years and the client reserves the right to reduce the scope of works, in any means or form or section as they may decide and reserve the right to sub-let out any work as defined under the provisional amounts in the bill of quantities.

1.2. EMPLOYER'S OBJECTIVES

It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

1.3. SITE

The Tenderers must, before submitting their tenders, acquaint themselves with the local conditions, accessibility of the sites, soil conditions, availability of labour and labour conditions, transport, off loading store and custody conditions for materials and equipment necessary for the completion of the total contract. No claim based on ignorance in this regard shall be considered.

1.4. EXTENT OF WORK

The work covered by this contract comprises The Construction of Katikati Housing Development as shown on the drawings and as per this specification.

The works is scheduled to be carried out over two financial years, and the client reserves the right to reduce the scope of the work, to a portion of the work or per phase or as the budget allows.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Items not priced within the Bill Of Quantities will be deemed to be covered by other priced items or that the costs thereof is Zero (R 0.00) and the contractor will need to furnish/supply/deliver/install/commission such an item, as specified.

1.5. SCOPE OF TENDER

The scope of the work to be executed as part of this tender is as follows:

This tender covers:

- The Construction of Katikati Housing Development
- Road constructions
- Mass earthworks
- Associated stormwater reticulation, chutes and erosion protection
- Subsoil Drainage
- Construction of sewer reticulation
- Construction of water reticulation
- The construction of 301 houses.

1.6. STANDARD SPECIFICATION, STANDARDS AND DOCUMENTATION

The Project Specifications form an integral part of the contract documents and supplement the Standard Specifications.

In the event of any discrepancy with any part of the Standard Specifications or the Bill of Quantities, the Project Specifications shall take precedence. In the event of a discrepancy between the Standard Specifications and GCC 2015, the GCC 2015 shall take precedence.

This Contract will be carried out with SABS Specifications.

1.7. SYSTEM PARAMETERS

- All material and equipment used for this contract shall be suitable to operate continuously under the following conditions:

1.7.1 Nominal System Voltage

-	HV	:	22kV
-	MV	:	11kV

1.7.2 Maximum System Voltage

-	HV	:	24kV
-	MV	:	12kV

1.7.3 Nominal System Frequency

: 50Hz

1.7.4 Number of phases

: 3

1.7.5 Minimum Symmetrical Fault level

-	HV	:	25kA/phase
-	MV	:	10kA/phase

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1.7.6 Impulse Level

-	HV	:	150kV
-	MV	:	95kV

1.7.7 Ambient Temperature

-	Maximum	:	42°C
-	Minimum	:	-5°C
-	Monthly average maximum	:	28°C
-	Monthly average minimum	:	9°C

1.7.8 Relative Humidity

-	Winter Maximum	:	81%
-	Winter Minimum	:	44%
-	Summer Maximum	:	92%
-	Summer Minimum	:	58%

1.7.9 Atmospheric Condition : Dust

1.7.10 Lighting

: Severe

1.8. DETAILED TECHNICAL SPECIFICATION

C1.8.1 SPOIL, BORROW AND OVERHAUL

A significant amount of cut material may prove unsuitable for general fill. This material will have to be spoiled in other areas as approved by the engineer. All spoiled material will be neatly spread and top soiled over if disposed on site. All haul within the boundaries of site will not qualify for overhaul. No overhaul will be paid for material from commercial sources or haulage to spoil areas.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS



TENDER NO. to be confirmed

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

C3.2 : ENGINEERING

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

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

C3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in the standard specifications.

C3. 2.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2.3 DRAWINGS

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

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

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required. The applicable drawings are attached under Part C.6

C3.2.4 DESIGN PROCEDURES

Designs shall be concluded by the Engineer and issued to the Contractor on the day of the official site handover. The designs shall be approved by the local authority before construction commences. The contractor shall be liable for capturing all the relevant changes to the design on the as built drawing, thereafter the drawing shall be submitted to the Engineer for capturing. Under no conditions will the contractor deviate from the issued design unless the Engineer formally approves thereof in writing.

C3. 2.38

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS



TENDER NO. to be confirmed

THE CONSTRUCTION OF KATIKATI HOUSING DEVELOPMENT

C3.3 : PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Eastern Cape Department of Human Settlements and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

C3. 2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS



TENDER NO. to be confirmed

THE CONSTRUCTION OF KATIKATI HOUSING DEVELOPMENT

C3.4 : CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **SANS 1200 Standardised Specifications**.

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

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002)	: Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where Accommodation of Traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.4.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardised Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

A : GENERAL

PS-1 Project Description

The scope of this tender is The Construction of Katikati Housing Development. Detailed scope is defined below.

PS-2 Description of Site and Access

The Works are situated in Cathcart, which falls under the jurisdiction of the Amahlathi Local Municipality.

PS-3 Details of Contract

Details on the contract are as follows:

(a) Detailed Scope

The work comprises of the following elements:

- The Construction of Katikati Housing Development
- Road constructions
- Mass earthworks
- Associated stormwater reticulation, chutes and erosion protection
- Subsoil Drainage
- Construction of sewer reticulation
- Construction of water reticulation
- The construction of 301 houses.

(b) Accommodation of Traffic

The successful Tenderer shall be required to comply strictly with the traffic accommodation measures. Members of the public shall have the right to use all roads during the construction period and the successful Tenderer shall not impinge on this right.

(c) Engineer's Office

The Contractor is required to provide a furnished office, ablution facilities and carports for the Engineer as indicated in the schedule of quantities.

(d) Other Works

Such other works as may be deemed necessary by the Engineer for the completion of the project.

(e) Miscellaneous

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

PS-4 Nature of Ground and Subsoil Conditions

The geotechnical investigation report is readily available upon request.

PS-5 Construction and Management Requirements

PS-5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-5.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

PS-5.3 Management and disposal of water *(Read with SANS 1921 – 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water will not be considered.

However, the possibility of flooding shall be borne in mind by the Contractor when drawing up his tender and he shall effect relevant insurance as the Department will accept no responsibility whatsoever for any loss or damage from such flooding including any loss or damage to the temporary or the permanent works.

PS-5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1 : 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

PS-5.5 Testing (Read with SANS 1921 – 1 : 2004 clause 4.11)

PS-5.5.1 Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-5.6 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

No existing services have been indicated on the drawings. The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

The Contractor will comply with the conditions for dealing with existing services as attached in C3.3, Particular Specifications and approach the relevant authorities for additional information where applicable.

PS-5.8 Management of the Environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PS-5.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

PS-5.10 Security

The Contractor shall provide security watchmen for the Contract as he deems fit at no extra cost to the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

PS-6 Construction Programme

PS-6.1 Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

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

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

The Employer's intention is to complete the Contract within **18 months** and, this time constraint will influence the programme's critical path. In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) Working days lost due to abnormal climatic conditions rainfall shall be treated as set out in Clause 1.7.
- (2) Allowance shall be made for special non-working days (refer to the Contract Data in section C1.2.2).
- (3) Construction activities must comply with all the specified environmental requirements including the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (4) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (5) Throughout the contract period, traffic must be accommodated through the site and must not be prevented from doing so by the contractor's activities.

PS-6.2 Programme in terms of Clause 6 of the General Conditions of Contract 2015

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.3 of the General Conditions of Contract 2015.

PS-7 Site Facilities Available

PS-7.1 Contractor's camp site and depot *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

(a) Contractor's camp site/store yard

The recommended position of the camp site/store yard will be pointed out by the Engineer. However the Contractor may, if he prefers to have a camp site at another location of the works, site it elsewhere provided that he first obtains the written permission of the landowner, and subsequently the Engineer, to do so.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200 A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

(b) Notice Board

The typical notice board layout is given in section C4.2. The following requirements shall apply with regards to the notice board:

- (i) The wording in the space for "Name of Contract" shall be:

The Construction of Katikati Housing Development

- (ii) The words to follow "Designed" shall be:

Consulting Engineer: BMK Consulting Engineers

- (iii) The notice board shall be of sufficient size to accommodate the Eastern Cape Department of Human Settlements's logo which will be given to the Contractor for inclusion on the notice board.

PS-7.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

PS-7.3 Power supply, water and other services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

(a) Water for Works

The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.

(b) Power supply for Works

The power supply authority is the Amahlathi Local Municipality. The Contractor will be responsible for arranging for whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

PS-8 Site Facilities Required

PS-8.1 Temporary offices

See PSAB for a detailed description of the office requirements.

PS-9 Requirements for Accommodation of Traffic

PS-9.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

PS-9.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

PS-9.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2003.

PS-9.4 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered. Items that may be considered for payment will be specified in SANS 1200 A and the related project specification

PS-10 Materials Supplied by Eastern Cape Department of Human Settlements

No materials will be supplied by the Eastern Cape Department of Human Settlements.

PS-11 Temporary Work

The Contractor shall carry out such temporary work, including the necessary access and construction roads, shoring of trenches and excavations etc., as he may require to enable the permanent work to be constructed. He shall allow for the cost of all temporary works, including their removal, in his rates.

PS-12 Contractor's Plant

The Engineer shall have the right to order the immediate removal from the site of any plant which he may deem to be unsatisfactory for the proper execution of the work. The Contractor shall obtain without delay satisfactory plant to replace that removed. Any costs arising out of the removal and subsequent replacement of plant shall be to the Contractor's account.

PS-13 Barricading of Excavations

All excavations in road reserves and in any other areas in close proximity to pedestrian and vehicular traffic are to be barricaded to the satisfaction of the Engineer. All costs arising from these requirements are to be included in the tendered rates.

PS-14 Work in a Restricted /Confined Area

The Contractor may experience difficulty in working in a confined or restricted space. Tenderers are to take cognisance of this fact and allow for the difficulty of working in a restricted space in the rates. No additional payment will be made for this requirement.

PS-15 Working Hours

The Contractor is referred to the requirements of Clause 41 of the General Conditions of Contract.

Work shall only be carried out within the normal working hours as defined in that clause (i.e. 07h00 to 17h00 on Mondays to Fridays and from possibly on Saturdays - TBC). No work shall be permitted to be carried out on any Sundays or public holidays, which shall include public holidays not considered as paid holidays for the Civil Engineering Industry unless authorised by the Engineer.

PS-16 Pressure Testing

The Engineer will require pressure testing to be applied to all pipelines laid under this Contract. The Contractor shall allow in his general pipe laying rates for all inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer.

PS-17 Access to Private Properties

The Contractor shall give written notice to the owner of any property where the proposed services encroaches onto the property at least 7 days prior to commencement of work on the property. The Contractor shall keep the occupants of affected properties advised at all times prior to disrupting access to, or egress from their properties.

Vehicular and pedestrian access may not be denied to occupants of affected properties unless prior approval has been obtained in writing from the occupants concerned and the Engineer.

The Contractor must make allowance in his rates for all necessary bridging of excavations in order to permit uninterrupted access at all times.

PS-18 Trenching in Private Property

Trenching in private property shall be carried out manually. Trenching by mechanical means will not be allowed unless with the written permission of the landowner and the Engineer.

PS-19 Mid-Property Surface Obstructions

In addition to working on paved areas in private properties, work within the properties may/will include excavation in close proximity to buildings, garden walls, fences, retaining walls and other such property improvements. In some cases walls or fences might even cross the line of the excavation.

The Contractor shall take every precaution and exercise due care by propping or breaking the fence or structure and/or by shoring the excavation to ensure that the works do not cause any damage to the structures or property improvements. Where walls or fences cross the line of the trench the excavation shall generally be carried out in heading in order to avoid disturbing them.

Where an obstruction is encountered such that it is not possible to excavate underneath it in heading and this condition is agreed with the Engineer before commencing excavation, the Contractor shall carefully demolish or remove the obstruction and stockpile the materials for subsequent re-use after backfilling the excavations. The Contractor shall examine the site and make allowance in Section 1 of the Schedule of Quantities for restrictions caused by surface obstructions.

PS-20 Finishing and Tidying and Site Maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the areas(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The works will not be certified as practically complete, until the whole of the works including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the closest co-operation with other Contractors.

PS-21 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer, unless otherwise specified in the Project Specifications.

PS-22 Drawings and Specifications to be Provided

The Contractor shall be entitled to receive free of charge, the following :-

- (a) THREE (3) paper copies of each drawing; and
- (b) TWO (2) paper copies of the signed Contract Document.

PS-23 Occupational Health and Safety (Read with SANS 1921 - 1: 2004 clause 4.14)

PS-23.1 General Statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4 of the Contract.

PS-23.2 Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of C3.3, Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he

proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS23.3 Cost of Compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's

PS-23.4 Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS-24 Adverse Weather Conditions

The numbers of days per month on which work is expected not to be possible as a result of normal rainfall for which the Contractor shall make provision, is given in Table PS-24.1. In his tendered rates, prices and programme the Contractor shall allow at least for the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table PS-24.1 will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-24.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

TABLE PS-24.1 : EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL	MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL
January	2	July	1
February	3	August	1
March	3	September	2
April	2	October	3
May	1	November	4
June	1	December	3

The allowable number of working days lost is based on the average number of days on which the rainfall exceeds 10mm.

The actual number of working days lost due to inclement weather during the Contract Period shall be determined by mutual agreement between the Contractor and the Engineer.

PS-25 Length of Trenches

No trench may be left open over the Builders' Holidays. The cost of backfilling any trenches before the shut-down period and the re-opening thereof after the shut-down period shall be for the Contractor's account.

Unless otherwise permitted in writing by the Engineer, no more than 500m of trench shall be opened in advance of pipe laying operations.

The requirements of the Occupational Health and Safety Act, particularly with regard to excavation and excavations left open overnight will be strictly adhered to. The Contractor must allow for this in his assessment of the Accommodation of Traffic in terms of the requirements.

PS-26 Certificates of Payment

The statement to be submitted by the Contractor in terms of Clause 5.16 of the General Conditions of Contract 2015 shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least four sets of A4-sized paper copies.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

PS-27 Drawings

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete the "as built" drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by

the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

PS-28 As-Built Data and Record Drawings

The Contractor shall submit the following “As Built” data to the Engineer’s Representative to enable the Engineer’s Representative to complete the required Record Drawings before a Certificate of Completion will be issued:-

- The co-ordinates and levels of all Pump stations refurbished.
- The sizes, positions and levels of all pipework.

Each point shall be suitably coded and identifiable by the Engineer’s Representative, and shall be supplied on a computer disk in an ascii file with the following format:-

Code[SPACE]XCo-ordinate[SPACE]YCo-ordinate[SPACE]Level[SPACE]Description

The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person.

In addition to the above, all as-built information must be provided on a drawing in DXF and hard (paper) copy formats showing the pipe network and all fittings installed. All other surveyed information must also be shown on the drawings.

Tenderers will be required to price this work (See Clause PSA 8.9)

Suitable checks on the accuracy of the information provided may be carried out by the Engineer’s Representative and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an engineering surveyor to re-survey all the works listed above, at the Contractor’s expense.

The Employer shall request a minimum of three quotations from three independent engineering surveyors of his choice, and the lowest quotation will be appointed, and the cost thereof will be deducted from monies owing to the Contractor.

PS-29 Maintenance Period

The period of maintenance shall be 12 months and shall be calculated from the date of completion of the Works as certified by the Engineer. It is noted that only one date shall be certified for the completion of the Works.

Once the Works have been handed over to the Eastern Cape Department of Human Settlements, any repairs to the Works deemed necessary will generally be undertaken by the Municipality. Should such repairs be found to be the result of poor workmanship by the Contractor, then the cost of the repairs will be invoiced to the Contractor.

Where any repairs to the Works will not affect consumers, the Engineer may decide to instruct the Contractor to effect such repairs, in which case the repairs must be completed within the period specified by the Engineer.

PS-30 Applicable Standardised Specifications

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**, also now referred to as SANS 1200. Although not bound in, nor issued with this document, the latest edition of the sections in the Bill of Quantities of the Standardised Specifications of SANS 1200 shall form part of this Contract:

Variations of and additions to the SANS 1200 Standardised Specifications are given in Portion 2 of the Project Specifications.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the SANS 1200 Standardised Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the SANS1200 Standardised Specifications.

New clauses and payment items not covered by clauses or items in the SANS 1200 Standardised Specifications have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the SANS 1200 Standardised Specifications.

The variations and additions to the SANS 1200 Standardised Specifications referred to in the last clause of Portion 1 will be valid for this Contract. The prefix "PSA" indicates an amendment to SANS 1200A, "PSC" to SANS 1200C, etc. The numbers following these prefixes are the relevant Clause numbers in SANS 1200.

PSA : GENERAL – SANS 1200A

PSA 2 : INTERPRETATIONS

PSA 2.3 : Definitions

(a) General

Add the following definitions:

"General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract as applicable.

Specified: As specified in the Standardised Specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning."

(c) Measurement and payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the Contract."

PSA 3 : MATERIALS

PSA 3.1 : Quality

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not."

Add the following sub-clause:

"PSA 3.3 : Ordering of materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk, and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents."

PSA 4 : PLANT

Add the following sub-clause:

“PSA 4.1.1 : Plant for Construction Purposes

The Contractor’s plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously. Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, he shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.”

PSA 4.2 : Contractor's Offices, Stores and Services

Add the following before the first paragraph:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, testing laboratories, toilet facilities, etc. The location of the camp shall be subject to approval by the Employer.

Add the following new subclause

“PSA-4.2.1: Site Diary

A site diary, in triplicate format, which will be supplied by the Contractor, must be filled in on a daily basis and submitted to the Engineer on a weekly basis. No claims will be considered without the site diary's schedules properly completed (on a daily basis) and submitted.”

PSA 5 : CONSTRUCTION

PSA 5.1 SURVEY

Add the following new subclause:

“PSA-5.1.3 The Contractor shall submit all information necessary for the Engineer to produce “As-Constructed” drawings before a Certificate of Completion will be issued.”

PSA 5.4 : Protection of Overhead and Underground Services

Add the following :

The requirements of “PS5.7 Existing Services” in A: General shall form part of this specification. The cost of liaising and co-ordinating with the relevant service authorities shall be included in the rates and no separate payment shall be made for this.”

PSA 5.8 : Ground and Access to Works

Add the following :

"In addition to the above, the Contractor shall, when required to do so by the Engineer, establish and maintain access to the site for use by other parties such as local service authorities, other contractors including building contractors, members of the public requiring access to adjoining properties, etc.

Add the following new subclause

PSA-5.9 Accommodation of Traffic

As all construction work will be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor.

The Contractor is also referred to SARTSM – Volume 2 Chapter 13.10 Signing Applications for Urban Streets and Clause PS-9 of A: General.

PSA 7 : TESTING

PSA 7.1 : Principles

PSA 7.1.1 : Checking

Add the following :

"The Contractor shall provide the Engineer with a minimum of a full working day's notice when a section of the Works is available for acceptance control testing and shall allow a further full working day for the processing of results."

PSA 7.2 : Laboratory Facilities

Add the following:

Materials testing may either be carried out in an approved commercial laboratory or in a dedicated site laboratory with sufficient suitable equipment to carry out all routine tests required by the Specifications and for carrying out any other tests which he may deem necessary for the proper quality control of the Works.

PSA 7.3 : Methods of Test

Add the following:

"Density control testing (Method A10(b) of TMH1) shall be carried out using an approved nuclear density testing machine (Troxler or similar approved).

Density measurement shall be determined using Method C (Direct Transmission) for all layers during the reinstatement of the layerworks. To this end, the Contractor shall use suitable equipment as necessary for the making of the hole for the probe of the nuclear device, without causing undue damage or stress to the surrounding layer. Method A – Flush Backscatter shall not be used.

The Contractor shall also provide a suitably qualified materials tester who will be responsible for taking all samples, density control testing etc. required for his Process Control."

PSA 8 : MEASUREMENT AND PAYMENT

PSA 8.8 : Temporary Works

PSA 8.8.3 Protection of structure until construction in vicinity is complete.....Unit: Sum

REPLACE THE HEADING AND CONTENTS WITH THE FOLLOWING:

“PSA 8.8.3: Protection of existing works and structures until construction is complete.

- a) Protection of property boundary walls located within 2m from any excavation.....Unit: Sum
- b) Protection of cadastral boundary pegs for the duration of construction..... Unit: Sum

The unit for both Item (a) and (b) shall be the sum.

Add the following new subclauses and clause:

PSA 8.9 : Miscellaneous

PSA 8.9.1 : As-built Survey & Commissioning

Unit : Lump Sum

The Lump Sum shall cover the cost of fulfilling the requirements for survey as detailed in Clause PS-30 in A: General” and commissioning of all pumpstations.

PSAB : ENGINEER'S OFFICE – SANS 1200AB

PSAB 3 : MATERIALS

PSAB 3.1 : Nameboards

Replace the contents with the following:

"The Contractor shall supply and erect, at an approved site, two signboards that shall comply as regards size, painting, decorating and detail, with the information shown in Section 11 of this document."

PSAB 3.2 : Office Buildings

In addition to the requirements of this clause, the Engineer's office shall include the following facilities :-

- (a) An office capable of accommodating a small conference table and seating for at least 6 people as well as a desk and chair for the Engineer's use.
- (b) The engineers office must be fully air-conditioned.
- (c) A drawing table of size 2,0m x 1,0m x 0,95m high.
- (d) The office to be equipped with a 15 Amp 220V AC power supply, 10m extension cord and suitable adaptors for operating a computer and printer in the Engineer's office.
- (e) A lockable flush toilet and wash hand basin with running water shall be supplied for the sole use of the Engineer. These facilities shall be serviced and cleaned on a regular basis.
- (f) Two car ports which shall have a suitable roof and be enclosed on three sides. Carports made of shade cloth offering 80% or more U.V. resistance will be acceptable. The car ports shall be for the sole use of the Engineer.
- (g) A rain gauge, with minimum capacity of 100mm, suitably mounted within the office area for daily recording of rainfall on the site.

PSAB 5 : Construction

PSAB 5.4 : Telephones

Add the following:

"The Contractor shall provide, for the sole use of the Engineer, a cellular telephone complete with an approved airtime contract, sim card, etc. The tenderer fixed and time related Preliminary and General Charges in the Schedule of Quantities shall be deemed to include for all costs in this regard and shall include for an amount of R1000.00 per month to cover the cost of calls."

PSC : SITE CLEARANCE – SANS 1200C

PSC 3 : MATERIALS

PSC 3.1 : Disposal of Material

Add the following :

"The Contractor shall make his own arrangements for the disposal of excess material from excavations, demolition including concrete kerbing and channelling and the removal of excess road pavement layerworks and/or asphalt road surfacing. The disposal site shall meet with the approval of the local authority within whose area it falls and the spoiling shall comply with all the statutory and municipal regulations. No overhaul shall be payable.

The burning of any materials on site shall not be permitted."

PSC 5 : CONSTRUCTION

PSC 5.2 : Cutting of Trees

PSC 5.2.3.2 : Individual Trees

Add the following :

"The penalty for damaging or removing any tree not authorised by the Engineer to be cut down shall be as prescribed in the Environmental Management Plan."

PSC 5.6 : Conservation of Topsoil

Add the following:

"The Contractor will be required to conserve topsoil during clearing of the site on this project."

PSC 8 : MEASUREMENT AND PAYMENT

PSC 8.2 : SCHEDULED ITEMS

**PSC 8.2.5: Take down and reinstate existing fences as ordered by the engineer
Unit : m**

The rate shall also cover the cost of reinstating the existing fence from stickpile. This must be read in clause 8.2.5.

PSC 8.2.11: Saw cutting of existing asphalt/sidewalk surface of thickness: (up to 80mm) Unit : m .
The unit of measure shall be the linear metre of the asphalt cut according to the plans or as instructed by the Engineer. The rate shall include for the supply of an approved asphalt saw cutting machine and all other necessary equipment for saw cutting of asphalt.

PART D: DAYWORKS

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

D1. SCOPE

According to Clause 6.5 of the General Conditions of Contract 2010, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.5 of the General Conditions of Contract 2010.

No work will be paid for as daywork without the written instruction or approval of the Engineer.

D2. TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Daywork will only be used in exceptional circumstances.

D3. MATERIALS

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Engineer. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2010.

D4. CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2010 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.

D5. SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D6. MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2010 with regard to the submission of daywork claims.

EASTERN CAPE DEPARTMENT OF HUMAN SETTLEMENTS



TENDER NO: SCMU11-23/24-017

APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF SERVICES TO 301 SITES AND CONSTRUCTION OF 301 UNITS WITH RAINWATER TANKS AT KATIKATI IN AMAHLATHI MUNICIPALITY

C4 SITE INFORMATION

C4.1 General Site Description

The project area falls largely within the Amahlathi Local Municipality.
The Co-ordinates are 32°17'11.83" S & 27° 9'20.10" E.



C4.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2