



# TENDER NO. ENG 13/2022/23

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## CONTRACT DOCUMENT

FOR

## UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1

### VOLUME 3 (RETURNABLE DOCUMENT)

Name of Tenderer	
Address	
Telephone Number	
Fax Number	
Date	
Signature	
Construction Duration (Calendar Days)	
Amount (VAT Included)	

**NOTE:**

- The Form of Offer and Acceptance (C1.1) is on **page 95** of this document (see also Clause F.4.1 on **page 13**)

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**ISSUED BY:**

**THEEWATERSKLOOF MUNICIPALITY**  
PO Box 24  
CALEDON  
7230

**PREPARED BY:**

**ELEMENT CONSULTING ENGINEERS (PTY) LTD**  
PO Box 1142  
DURBANVILLE  
7551

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

**INVITATION TO BID (MBD 1 PART A)**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY</b>					
BID NUMBER:	ENG 13/2022/23	CLOSING DATE:	Friday, 9 December 2022	CLOSING TIME:	12H00
DESCRIPTION	<b>UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Theewaterskloof Municipality, 6 Plein Street, Caledon					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3 TOTAL NUMBER OF ITEMS OFFERED			4 TOTAL BID PRICE	R	
5 SIGNATURE OF BIDDER	.....		6 DATE		
7 CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONSULTANT	Element Consulting Engineers	
CONTACT PERSON	Sergio Francis		CONTACT PERSON	Izak Olivier	
TELEPHONE NUMBER	028 214 3300		TELEPHONE NUMBER	021 975 1718	
FACSIMILE NUMBER	028 214 1289		FACSIMILE NUMBER	086 668 1482	
E-MAIL ADDRESS	<a href="mailto:sergiofr@twk.gov.za">sergiofr@twk.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:iolivier@eceng.co.za">iolivier@eceng.co.za</a>	

**TERMS AND CONDITIONS FOR BIDDING (MBD 1 PART B)**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORK (THIRD EDITION) 2015 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE:

<b>GENERAL TENDER INFORMATION</b>
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<b>TENDER ADVERTISED</b>	: Friday, 4 November 2022
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	: 4CE or higher
<b>SITE BRIEFING SESSION (COMPULSORY)</b>	: Wednesday, 16 November 2022 @ 10:00
<b>VENUE FOR SITE BRIEFING SESSION</b>	: Technical and Infrastructure Implementation Services Directorate, 26 Kerk Street , Caledon
<b>CLOSING DATE</b>	: Friday, 9 December 2022
<b>CLOSING TIME</b>	: 12:00
<b>CLOSING VENUE</b>	: Theewaterskloof Municipality 6 Plein Street CALEDON 7230
<b>TENDER BOX 1</b>	: Tender Box No. 1 located at the main entrance to:  Theewaterskloof Municipality (Head Office) 6 Plein Street CALEDON 7230.  Insert the large envelope containing the Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

<b>PARTICULARS OF TENDERER</b>
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1. TENDERER: .....  
ADDRESS: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....  
FAX NUMBER: .....
2. BANK: .....  
BRANCH: .....  
CHEQUE ACCOUNT NUMBER: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....
3. PERFORMANCE SECURITY: .....  
BRANCH - CONTACT PERSON: .....  
TELEPHONE NUMBER: .....
4. VAT REGISTRATION NUMBER: .....
5. CIDB REGISTRATION NUMBER: .....
6. CSD REGISTRATION NUMBER: .....

.....  
**SIGNATURE OF TENDERER**

.....  
**DATE**

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# Part T1: Tendering procedures

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## **TENDER NOTICE AND INVITATION TO TENDER: ENG 13/2022/23 UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**

Theewaterskloof Municipality, Directorate: Technical and Infrastructure Implementation Services invites tenders for the abovementioned works, located in the Theewaterskloof Municipal jurisdiction.

Only tenderers who satisfy the eligibility criteria stated in the Tender Conditions, Tender Data (Clause F.2.1) and Special Conditions of Tender (Schedule 3D) are eligible to submit tenders. It is estimated that tenderers should have a CIDB grading of **4CE** or higher.

Only goods, works and services with a stipulated minimum threshold as applicable for local production and content will be considered as per Schedule 2G.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy and the Preferential Procurement Regulations of 2017. It is estimated that the 80/20 preference points system will be applicable. Tenders satisfying the qualifying criteria will be evaluated in terms of price and preference.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on [www.csd.gov.za](http://www.csd.gov.za).

A set of tender documents will be available from 4 November 2022 and may be obtained from the Theewaterskloof Municipality, Technical and Infrastructure Implementation Services Directorate, 26 Kerk Street, Caledon during office hours, Monday to Thursday, 07:45 to 13:00 and 13:45 to 16:45 and Fridays 07:45 to 13:00 and 13:45 to 15:30. Payment of a non-refundable tender participation fee of **R550.00** (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee should accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Mr. Hanro September at [hanrose@twk.gov.za](mailto:hanrose@twk.gov.za) or Henri-John Philander at [henri-johnph@twk.gov.za](mailto:henri-johnph@twk.gov.za)

All **technical enquiries** must be directed to Mr. Nigel Kayser at [nigelka@twk.gov.za](mailto:nigelka@twk.gov.za) or the representative of the Consulting Engineers, Mr. Izak Olivier at [iolivier@eceng.co.za](mailto:iolivier@eceng.co.za) or fax no 086 668 1482. Please note that no verbal queries will be entertained.

All prospective tenderers will meet at the offices of the Municipal Offices, 26 Kerk Street, Caledon on **Wednesday, 16 November 2022 at 10:00**, after which a **compulsory clarification site visit** with representatives of the Employer will take place to the site of the proposed development in Tesselarsdal. Before the site visit a compulsory clarification meeting will take place at the above mentioned offices. Prospective tenderers who arrive later than **10:15** will not be allowed into the Clarification meeting. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The **closing time** for receipt of tenders is **12:00 on Friday, 9 December 2022**, at Theewaterskloof Municipality, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked "ENG 13/2022/23 – **UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**", must be placed in Tender Box No. 1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, electronic / email and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. Theewaterskloof Municipality reserves the right to scale down on the scope of work in order for the contract value to fit into the available budget for 2022/2023.

B. Ngubo  
Municipal Manager  
Theewaterskloof Municipality  
P O Box 24  
6 Plein Street  
Caledon  
7230



## **T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.**

### **Clause No. Tender Data**

#### **F.1 General**

##### **F.1.1 Actions**

*Add the following:*

The Employer is the THEEWATERSKLOOF MUNICIPALITY, represented by the Deputy Director Technical and Infrastructure Implementation Services

##### **F.1.2 Tender Documents**

*Add the following:*

The following documents form part of this tender:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** **SANS 1200** The Standardized specification for civil engineering construction. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Volumes 1 and 2 may be inspected, by appointment, at the offices of Element Consulting Engineers (Pty) Ltd during normal working hours.

**VOLUME 3:** The Tender Document (this document), in which is bound:

#### **The Tender**

##### **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

#### **The Contract**

##### **Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Confirmation of Receipt

C1.3 Contract Data

C1.4 Form of Guarantee

C1.5 Adjudicators Agreement

C1.6 Occupational Health and Safety Agreement

C1.7 Contract of Temporary Employment as Community Liaison Officer

C1.8 Insurance Broker's Warranty

**Part C2: Pricing Data**

C2.1 Pricing Instructions

C2.2 Bills of Quantities

**Part C3: Scope of work**

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexures

**Volume 3** is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**F.1.4 Communication and the Employer's agent**

*Add the following:*

Attention is drawn to the fact that verbal information, given by the Engineer during site briefing sessions or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Mr. Izak Olivier  
Element Consulting Engineers (Pty) Ltd.  
PO Box 1142  
Durbanville  
7551

Tel : 021 975 1718  
Fax : 086 668 1482  
E-mail: [iolivier@eceng.co.za](mailto:iolivier@eceng.co.za)

**F.1.5 The Employer's right to accept or reject any tender offer**

*Add the following:*

F.1.5.3 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.6.2 Competitive negotiation procedure

*Add the following to F.1.6.2*

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

*Add the following to F.1.6.3*

A two-stage system will not be followed.

## **F.2 Tenderer's Obligations**

### **F.2.1 Eligibility**

*Add the following:*

Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders:

- a) CIDB Grading **4CE** or higher. Please append the certificate to **Schedule 2A** in the Returnable schedules
- b) Only those tenderers who have paid the tender participation fee are eligible to submit tenders. Please attach proof of payment to **Schedule 2L**.
- c) Attendance of the compulsory clarification meeting. For proof of attendance see **Schedule 20**.
- d) In order to be considered for an appointment in terms of this bid, tenderers are required to submit the completion certificates of 3 water pipeline projects (civil engineering services projects containing water pipelines will be accepted) undertaken by the tenderer. Tenderers are required to list the projects in Schedule 1I and must append the Engineer's completion certificates or Employer's completion letters to Schedule 1I. The authenticity of completion certificates or letters appended will be verified with the issuer of the certificate. Please also provide contact details of the issuing authority listed in Schedule 1I

Tenderers with the requisite experience, but in the capacity of a subcontractor may include a completion letter from the relevant Main Contractor. Such letters must list the subcontracted work and must be appended to Schedule 1I.

- e) Only those tenderers who have fully complied with the stipulated minimum threshold for Local Content Declaration will be considered. Refer **Schedule 2G: Certificate of Local Content Declaration**.

#### **F.2.1.1 Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **4CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a Contractor grading designation in the **4CE** class of construction work;
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4CE** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, where the reasonable margin in (7A)(a) is set at 15%.

As the Municipality does not have a Contractor Development Programme in place, Potentially Emerging Contractors may tender only in accordance with their grading designation.

For alpha-numeric associated with the Contractor Grading Designations see Annex G attached.

### **F.2.7 Clarification meeting**

*Add the following:*

The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the briefing session by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

### **F.2.12 Alternative tender offers**

*Add the following to F 2.12.1:*

#### **F.2.12.1 No Alternative offers will be considered**

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

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**F.2.13 Submitting a tender offer**

*Replace sub-clause F 2.13.2 with the following*

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in non-erasable ink.

*Add the following to F 2.13.3*

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

*Add the following after the first sentence of F.2.13.4:*

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following after the first sentence of F.2.13.5:*

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box:** Tender Box No. 1 at the entrance of the municipal head office

**Physical address:** Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

**Reference number:** Tender number: **ENG 13/2022/23**

**Title of Tender:** **TENDER ENG 13/2022/23: UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**

Sealed tenders with the Tenderer's name and address and the endorsement, "**TENDER ENG 13/2022/23 : UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to F.2.13.6:*

F.2.13.6 A two-envelope procedure will **not** be followed (F3.5).

*Add the following sub-clause after F.2.13.9:*

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

**F.2.15 Closing time**

*Add the following to F.2.15.1*

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted

**F.2.16 Tender offer validity**

*Add the following to F.2.16.1:*

F.2.16.1 The tender offer validity period is **90 days**.

**F.2.17 Clarification of tender offer after submission**

*Add the following to F.2.17:*

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification. A

tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.3.8

**F.2.23 Certificates**

*Add the following:*

The tenderer is required to submit the following certificates with his tender:

**F.2.23.1 Certificate of Contractor registration (CIDB)**

A Certificate of Contractor Registration, issued by the Construction Industry Development Board, must be submitted. Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. Append to **Schedule 2A**.

**F.2.23.2 Tax Clearance**

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof. Append to **Schedule 2C**.

Each party to a Consortium/Joint Venture shall provide separate documentary evidence/proof.

**F.2.23.3 Bargaining Council Certificates**

Tenderers are required to provide proof of registration a relevant Bargaining Council. Please append to **Schedule 2N**.

Tenderers are also required to provide proof of good standing with a relevant Bargaining Council. Please append to **Schedule 2N**

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

**F.3 The Employer's undertakings**

**F.3.2 Issue Addenda**

*Add the following to F.3.2:*

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

**F.3.4 Opening of tender submissions**

*Add the following to F3.4.1*

**F3.4.1 The time and location for opening of the tender offers is:**

Time: Tenders will be opened immediately after the closing time for receipt of tenders, as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: COUNCIL CHAMBERS, THEEWATERSKLOOF MUNICIPALITY, 6 PLEIN STREET, CALEDON, 7230.

Tenders will be opened immediately after the closing time for tenders at 12:00.

**F.3.8 Test for responsiveness**

*Add the following to F3.8:*

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of tender document)

- the tenderer does not comply with the eligibility criteria listed in F2.1;
- the tenderer has failed to complete and sign the Form of Offer portion of C1.1;
- the tender is not in compliance with the Scope of Work and Specifications;

- the tenderer does not comply with the special conditions of tender;
- the tenderer has failed to comply with the Pricing Instruction
- the tenderer failed to comply with F.4.1 of additional conditions of tender

*Add the following two sub-clauses after F.3.8*

#### **Test for Administrative Compliance**

Tenders will be considered non-compliant if, inter alia (these documents may be requested):

- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
- The tenderer has failed to include, append and sign, where prompted in the Returnable Schedules, any and all additional information requested.
- The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful contractor will be required to submit updated municipal accounts on a quarterly basis.
- The tenderer has failed to fully complete **Schedule 1A** and failed to submit a valid Tax Compliance Status Pin Certificate; a valid Tax Compliance Status Pin Certificate or Pin may be requested; and
- The tenderer has failed to submit a certified valid B-BBEE certificate, QSE or EME affidavit, whereas points were claimed, and a copy of certificate or affidavit was supplied, a certified copy of the valid B-BBEE certificate, QSE or EME Affidavit may be requested.
- The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested.
- The tenderer has failed to submit proof of good standing with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of good standing may be requested
- The tenderer has failed to submit proof of good standing with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of good standing may be requested
- The tenderer has failed to provide proof of tender participation fee paid; proof of payment of tender participation fee can be requested.
- The tenderer has failed to fully complete the Local content declaration. A fully completed local content declaration may be requested
- The tenderer has failed to append three completion certificates or completion letters to Schedule 11. Completion certificates or completion letters may be requested

The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

#### **F.3.9                   Arithmetical errors, omissions and discrepancies**

*Add the following after clause F.3.9.2*

- F.3.9.3                   In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, the Employer may declare the tender as non-responsive.

#### **F.3.11                   Evaluation of responsive tender offers**

##### **F.3.11.1               General**

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated not to exceed R50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points. Up to a maximum of 20 points for this tender will be awarded in terms of the tenderers B-BBEE status level of contribution.

**F.3.11.2 Method 1: Price and Preference**

*Add the following:*

The procedure for the evaluation of responsive tenders is according to **Method 1**, where the total number of tender evaluation points,  $T_{EV} = N_{FO} + N_P$  as detailed below.

Where  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7  
 $N_P$  is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with F.3.11.8.

**Evaluation of tender offers**

**General**

The Municipality reserves the right to appoint the bidder scoring first, second and third highest preference points at any time during the duration of the contract. When the tenderer scoring the highest points cannot perform on the contract, the Municipality reserves the right to appoint the tenderer scoring the second highest points and if the second highest points scorer cannot perform, the Municipality reserves the right to appoint the tenderer scoring the third highest points.

**Contract Value/Price**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

**Points awarded for B-BBEE Status Level of Contribution**

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.

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Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

If a valid B-BBEE certificate (construction sector scorecard) of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate (construction sector scorecard) or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

Please note that the Municipality will not request a valid B-BBEE Certificate or EME Affidavit if such is not attached at closing of tender.

**F.3.11.7 Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of  $W_1$  is:

- 1) 80 points where the financial value inclusive of VAT of one or more responsive tender offers equals or less than R50 000 000-00.

**For this contract**, the financial offers will be scored using **Formula 2 (Option 1)** where the value of  $W_1$  is: **80** tender evaluation points. Up to a maximum of 100 minus  $W_1$  namely **20** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **80 Financial/20 Preference** scoring criteria listed below.

<b>80 Financial/20 Preference</b>	
<b>Points</b>	<b>Description</b>
	FINANCIAL OFFER
80	PRICE
	PREFERENCES
20	B-BBEE Status Level Contribution

**F.3.11.8 Scoring Preferences**

*Add the following:*

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2017. Points will be awarded to tenderers who are eligible for preferences in terms of **Schedule 2E: Preference Points Claim Form** (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of **Schedule 2E: Preference Points Claim Form** shall apply in all respects to the tender evaluation process and any subsequent contract.



**F.3.13 Acceptance of tender offer**

*Add the following to F.3.13:*

- F.3.13.1
- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Where a tax clearance certificate expires during the duration of the construction period, the tenderer must provide a valid tax clearance certificate within 21 days;
  - b) the tenderer is registered with the CIDB with a 4CE category registration;
  - c) the tenderer is not in arrears for more than THREE (3) months with municipal rates and taxes and municipal service charges;
  - d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
  - e) the tenderer has not:
    - i) abused the Employer's Supply Chain Management System; or
    - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
    - iii) failed to perform on any previous contract and has been given a written notice to this effect;
  - f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
  - g) Before tender offers is accepted, exchange rates will be verified with regard to the Local Content Declaration, Schedule 2G

*Renumber sub-clause F.3.13.2 to read "F.3.13.3" and add the following new sub-clause "F.3.13.2";*

**F.3.13.2 SCM Related Appeals**

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

**F.3.18 Provide copies of the contract**

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is one.

#### **F.4 Additional Conditions of Tender**

The additional conditions of tender are:

##### **F.4.1 Invalid Tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document **(form of Offer and Acceptance)**;
- b) if the tender is not completed in hand and in non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

##### **F.4.2 Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

##### **F.4.3 General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
  - full name;
  - identification number or company or other registration number; and
  - tax reference number and VAT registration number, if any;
- b) has indicated whether:
  - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
  - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
  - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
  - who is in the service of the state;
  - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
  - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1A**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

##### **F.4.4 Combating abuse of the Supply Chain Management Policy**

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:

- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 2H**, Returnable Schedules: Declaration of Tenderers Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

**F.4.5 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract.

**F.4.6 Community liaison officer**

It is a requirement of this Contract that a local Community Liaison officer (CLO) be appointed for the area represented by the Tender.

**F.4.7 COIDA payments**

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2N** and append the letter in this regard.

**F.4.8 Registration with Bargaining Council (or relevant affiliation)**

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette. Complete **Schedule 2N** and append the certificate in this regard.

**F.4.9 Compliance with Occupational Health and Safety Act 1993**

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

The Health and Safety Plan shall cover inter-alia the following details:

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

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

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

- F.4.10 Eligibility with respect to expanded public works programme**  
This Contract does **not** qualify for consideration as an Expanded Public Works Programme project.
- F.4.11 Claims arising after submission of tender**  
No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Tender Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/ Engineer after the submission of any tender and the Tenderer shall be deemed to have:
- 1) inspected the Tender Drawings and read and fully understood the Conditions of Contract.
  - 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
  - 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
  - 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/ Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/ Employer's Agent in respect of errors in any tender due to the foregoing.
- F.4.12 Labour intensive construction/use of local labour**  
It is **not** a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive systems. Tenderers are referred to the Special Conditions Tender regarding local labour relevant to this tender, Returnable **Schedule 3D**.
- F.4.13 UIF payments**  
The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.
- F.4.14 Requests for contract documents, or parts thereof, in electronic format**  
The Employer shall not formally issue tender documents in electronic format as contemplated in F2.13 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:
- a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F1.2 in hardcopy.
  - b) The electronic version shall not be regarded as a substitute for the issued tender documents.
  - c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
  - d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
  - e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in Tender data, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
  - f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- F.4.15 Special Conditions Tender**  
Tenderers must sign **Schedule 3D** in the **Returnable Schedules**.
- F.4.16** Tenderers must complete and sign all schedules. The company's name must not be used as signature  
**F.4.17** The local content will be dealt with in terms of all relevant circulars issued by the National Treasury in relation to local content

**Annex F**  
**(normative)**

**Standard Conditions of Tender**

**NOTE:** As published in Annexure F of the CIDB Standard for Uniformity for Construction Procurement, Board Notice 136 Government Gazette No. 38960 of 10 July 2015.

**F.1 General**

**F.1.1 Actions**

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

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

- Note:**
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
  - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.1.4 Communication and Employer's agent**

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

#### **F.1.5 The Employer's right to accept or reject any tender offer**

**F.1.5.1** 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 cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The Employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

##### **F.1.6.3 Proposal procedure using the two stage-system**

###### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

**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 of documents**

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

**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 to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

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**F.2.10 Pricing the tender offer**

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

**F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

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

**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 initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.



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**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.

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.16.3** Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

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

**F.3 The Employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEv) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of  $A$**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission/ fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

**F.3.12 Insurance provided by the Employer**

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

**F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

- F.3.16.2** After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- F.3.17** **Provide copies of the contracts**
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- F.3.18** **Provide written reasons for actions taken**
- Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
- F.3.19** **Transparency in the procurement process**
- F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i. Tender System.
- F.3.19.2** The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F.3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process;
  - Procurement method and evaluation process;
  - Contract type;
  - Contract status;
  - Number of firms tendering;
  - Cost estimate;
  - Contract title;
  - Contract firm(s);
  - Contract price;
  - Contract scope of work;
  - Contract start date and duration;
  - Contract evaluation reports.
- F.3.19.5** The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F.3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F.3.19.7** The information must be published on the Employer's website.
- F.3.19.8** Records of such disclosed information must be retained for audit purposes.

**Annex G**  
(normative)

**Alpha-numerics associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

<b>Contractor Grading Designations</b>	<b>Tender Value Range designation</b>	<b>Maximum value (R) of contract that a Contractor is considered capable of performing (CIDB Regulation 17)</b>
1 (class of construction works)	1	R 500 000
2 (class of construction works)	2	R 1 000 000
3 (class of construction works)	3	R 3 000 000
4 (class of construction works)	4	R 6 000 000
5 (class of construction works)	5	R 10 000 000
6 (class of construction works)	6	R 20 000 000
7 (class of construction works)	7	R 60 000 000
8 (class of construction works)	8	R 200 000 000
9 (class of construction works)	9	No limit



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**CLASSES OF CONSTRUCTION WORK**

**Table G2**

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grandstand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage work, coastal works, ports, harbours, airports and pipelines.
Electrical engineering works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity; or b) which cannot be classified as EB.	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical engineering works (buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises

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Description	Designation	Definition	Work types	Examples
General building works	GB	<p>Construction works that:</p> <p>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or</p> <p>b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.</p>	<p>Buildings and ancillary works other than those categorised as being:</p> <p>a) civil engineering works;</p> <p>b) electrical engineering works;</p> <p>c) mechanical engineering works; or</p> <p>d) specialist works.</p>	<p>Buildings for domestic, industrial, institutional or commercial occupancies</p> <p>Car ports</p> <p>Fences other than classified as SS [SQ]</p> <p>Stores</p> <p>Walls</p>
Mechanical engineering works	ME	<p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p>	<p>Machine systems including those relating to the environment of building interiors:</p> <p>a) gas transmission and distribution systems</p> <p>b) pipelines</p> <p>c) solid waste disposal</p> <p>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,</p> <p>e) continuous process systems</p> <p>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic chemical processes.</p>	<p>Air-conditioning and mechanical ventilation</p> <p>Boiler installations and steam distribution</p> <p>Central heating</p> <p>Centralised hot water generation</p> <p>Cranes and hoists</p> <p>Dust and sawdust extraction</p> <p>Compressed air, gas and vacuum installations</p> <p>Conveyor and materials handling installations</p> <p>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</p> <p>Kitchen equipment</p> <p>Laundry equipment</p> <p>Lift installations and escalators</p> <p>Refrigeration and cold rooms</p> <p>Waste handling systems (including compactors)</p>

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

Description	Designation	Definition	Work types	Examples
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	
	SK		The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and wastewater drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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## Part T2: Returnable Documents

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	<u>Pages</u>
<b>T2.1</b>	
<b>List of Returnable Documents .....</b>	<b>31</b>
<b>T2.2</b>	
<b>Returnable Schedules .....</b>	<b>32</b>

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

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

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority of Signatory
Schedule: 1C	Contractor's Information
Schedule: 1D	Schedule of Construction Equipment available for the Contract
Schedule: 1E	Preliminary Programme
Schedule: 1F	Estimated Monthly Cash-flow
Schedule: 1G	Schedule of Proposed Sub-contractors
Schedule: 1H	Proposed amendments and qualifications
Schedule: 1I	Schedule of Work satisfactorily carried out by the Tenderer
Schedule: 1J	Declaration Concerning Fulfillment of the Construction Regulations
Schedule: 1K	Joint Venture Disclosure Form
Schedule: 1L	Estimated Local Labor to be Employed on the Contract

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)**

Schedule: 2A	Certificate of Contractors Registration issued by the CIDB
Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Clearance Certificate Requirements (MBD 2)
Schedule: 2D	Declaration of Interest (MBD 4)
Schedule: 2E	Declaration of procurement above R10 million (MBD 5)
Schedule: 2F	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2017 – (MBD 6.1)
Schedule: 2G	Certificate of Local Content Declaration (MBD 6.2)
Schedule: 2H	Declaration of Tenderers past supply chain practices (MBD 8)
Schedule: 2I	Certificate of Independent Bid Determination (MBD 9)
Schedule: 2J	Declaration in terms of the MFMA in terms of Municipal Rates & Services
Schedule: 2K	Financial Standing
Schedule: 2L	Proof of Payment of Tender Fee
Schedule: 2M	Letter of Good Standing to Relevant Authorities
Schedule: 2N	Bargaining Council – Certificate of Compliance
Schedule: 2O	Certificate of Attendance at Clarification Meeting
Schedule: 2P	Proof of Credit Facilities with Suppliers/Manufacturers
Schedule: 2Q	B-BBEE Certificate

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

Schedule: 3A	Record of Addenda to Tender Documents
Schedule: 3B	Occupational Health and Safety Plan
Schedule: 3C	Form of Indemnity
Schedule: 3D	Special Conditions of Tender

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1:	Form of Offer and Acceptance
C1.2:	Confirmation of Receipt
C1.3:	Contract Data (Part 1 & Part 2)
C1.4:	Form of Guarantee
C1.5:	Adjudicator's Agreement
C1.6:	Occupational Health and Safety Agreement
C1.7:	Contract of Temporary Employment as Community Liaison Officer
C1.8:	Insurance Broker's Warranty
C2.1:	Pricing Instructions
C2.2:	Bills of Quantities

## SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name and address of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:**

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

\*Insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, Acting Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, Acting Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise Name.....

## SCHEDULE 1B: AUTHORITY OF SIGNATORY

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

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

### A. Certificate for Company

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (**copy attached**) taken on ..... 20....., Mr./Ms. .... acting in the capacity of ....., was authorized to sign all documents in connection with this tender for contract .....and any contract resulting from it on behalf of the company.

#### As witnesses:

1. .... Signature: Sole owner: .....
2. .... Date: .....

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

### B. Certificate for Partnership

We, the undersigned, being the key-partners in the business trading as ..... hereby authorize Mr./Ms. .... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.



**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms.

.....,  
authorized signatory of the company, .....  
acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract  
.....  
and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

I, .....hereby confirm that I am the sole owner of the business trading as .....

**As witnesses:**

1. .... Signature: Sole owner: .....
2. .... Date : .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ....  
acting in the capacity of ..... , to sign all documents in connection with the tender for Contract  
..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the Close Corporation as a whole.

<b>SCHEDULE 1C: CONTRACTOR'S INFORMATION</b>
--

CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

## PART ONE

[illegible][illegible][illegible][illegible][illegible][illegible]

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[illegible][illegible][illegible][illegible]

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[illegible][illegible]

--	--	--	--	--	--	--

[illegible][illegible]

1.

[illegible]

2.

[illegible]

11

11

11

11

11

NOT REGISTERED

[illegible]

5. VAT REGISTRATION NO.	<div></div>																			
<i>(if applicable) (Attach certified copy)</i>																				
5.1 RATES SERVICES ACCOUNT NO.	<div></div>																			
6. ANNUAL SALES/TURNOVER (Previous financial year)	20 .....	R .....																		
	20 .....	R .....																		
	20 .....	R .....																		
7. TOTAL ASSETS (Previous financial year)	20 .....	R .....																		
	20 .....	R .....																		
	20 .....	R .....																		
8. CURRENT CONTRACTS WITH COUNCIL CONTRACT NO.	1.	<div></div>	2.	<div></div>	3.	<div></div>														
DURATION		<div></div>		<div></div>		<div></div>														
APPROXIMATE VALUE		R <div></div>		R <div></div>		R <div></div>														
DATES CONTRACTS WERE SIGNED		<div></div>		<div></div>		<div></div>														
PAYMENT TERMS		<div></div>																		
9. PREVIOUS CONTRACTS WITH COUNCIL CONTRACT NO. (Last financial year only)		<div></div>		<div></div>		<div></div>														
APPROXIMATE VALUE		R <div></div>		R <div></div>		R <div></div>														
10. NAME AND ADDRESS OF AUDITORS/ACCOUNTING OFFICERS																				
NAME	<div></div>																			
	<div></div>																			
ADDRESS	<div></div>																			
	<div></div>																			
CODE	<div></div>																			
11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)																				
Initials	Qualifications															Surname				
<div></div>	<div></div>															<div></div>				



PROVIDED THAT A PERSON, WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I ..... (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....  
**SIGNATURE**

.....  
**DATE**

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

## SCHEDULE 1D: SCHEDULE OF CONSTRUCTION EQUIPMENT AVAILABLE FOR THE CONTRACT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

**Signed** ..... **Date** .....  
**Name** ..... **Position** .....  
**Tenderer** .....

## SCHEDULE 1E: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

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

The construction duration will be ..... (Calendar days)

Note: The tenderer must see Clause 1.1.1.14 of the Contract Data for the maximum Contract Period (154 calendar days).  
A 6 week period must be allowed for by the Contractor to obtain all the required wayleave approvals.

<b>Signed</b>	.....	<b>Date</b>	.....
<b>Name</b>	.....	<b>Position</b>	.....
<b>Tenderer</b>	.....		

## SCHEDULE 1F: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
TOTAL	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



## SCHEDULE 1G: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Local Subcontractors in accordance with requirements in the contract for such appointments. **If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. Refer to Schedule 3D for compliance in this regard**

No.	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous Experience with Local Sub-contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE 1H: 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.

Page	Clause or Item	Proposal

Signed .....

Name .....

Tenderer .....

Date .....

Position .....

## SCHEDULE 1I: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

In order to be considered for an appointment in terms of this bid, tenderers are required to submit the completion certificates of 3 water pipeline projects (civil engineering services projects containing water pipelines will be accepted) undertaken by the tenderer. Tenderers are required to list the projects in Schedule 1I and must append the Engineer's completion certificates or Employer's completion letters to Schedule 1I. The authenticity of completion certificates or letters appended will be verified with the issuer of the certificate. Please also provide contact details of the issuing authority listed in Schedule 1I

Tenderers with the requisite experience, but in the capacity of a subcontractor may include a completion letter from the relevant Main Contractor. Such letters must list the subcontracted work and must be appended to Schedule 1I.

Employer: Municipality/ Other Entity	Consulting Engineering Firm	Project Engineer/Main Contractor & Contact details	Project Name & location	CIDB Grading & Contract value	Completion certificate issue date
1.		Name: ..... ..... Tel nr: ..... .....	Name: ..... ..... Location: ..... .....	CIDB Grading: .....  Contract value: ..... .....	
2.		Name: ..... ..... Tel nr: ..... .....	Name: ..... ..... Location: ..... .....	CIDB Grading: .....  Contract value: ..... .....	
3.		Name: ..... ..... Tel nr: ..... .....	Name: ..... ..... Location: ..... .....	CIDB Grading: .....  Contract value: ..... .....	
4.		Name: ..... ..... Tel nr: ..... .....	Name: ..... ..... Location: ..... .....	CIDB Grading: .....  Contract value: ..... .....	
5.		Name: ..... ..... Tel nr: ..... .....	Name: ..... ..... Location: ..... .....	CIDB Grading: .....  Contract value: ..... .....	

*If spaces provided are not sufficient, please annex an addendum in the exact format as the above schedule.*

**Signed** ..... **Date** .....  
**Name** ..... **Position** .....  
**Tenderer** .....

## SCHEDULE 1J: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS

In terms of clause 5.1(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to comply with all of the requirements of the Regulations timeously, safely and successfully.

(Tick)

<b>YES</b>	
<b>NO</b>	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....

(Name in Print): .....

2. .... ID NO: .....

(Name in Print): .....

## SCHEDULE 1K: JOINT VENTURE DISCLOSURE FORM

### GENERAL

- i) Refer Scope of Works: Paragraph C3.1.1
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.

### 1. JOINT VENTURE PARTICULARS

- a) Name .....
- b) Postal address .....  
.....  
.....
- c) Physical address .....  
.....  
.....
- d) Telephone .....
- e) Fax .....

### 2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax .....
- Contact person for matters pertaining to Joint Venture Participation Goal requirements .....
- .....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements .....

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements .....

.....

**3.2(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements .....

.....

**3.3(a)** Name of Firm .....

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements .....

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %
- c) Affirmable Joint Venture Partner percentages in respect of \*
- (i) Profit and loss sharing .....
- (ii) Initial capital contribution in Rand (R) .....
- .....
- .....
- (\*Brief descriptions and further particulars should be provided to clarify percentages).
- (iii) Anticipated on-going capital contributions in Rand (R) .....
- .....
- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
- .....
- .....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

**NON-AFFIRMABLE JOINT VENTURE PARTNERS**

**PARTNER NAME**

- a) ..... .....
- b) ..... .....
- c) ..... .....
- d) ..... .....
- e) ..... .....

**AFFIRMABLE JOINT VENTURE PARTNERS**

**PARTNER NAME**

- a. .... .....
- b. .... .....
- c. .... .....
- d. .... .....
- e. .... .....

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).



a) **Joint Venture cheque signing**

.....

b) **Authority to enter into contracts on behalf of the Joint Venture**

.....

c) **Signing, co-signing and/or collateralising of loans**

.....

d) **Acquisition of lines of credit**

.....

e) **Acquisition of performance bonds**

.....

f) **Negotiating and signing labour agreements**

.....

## **8. MANAGEMENT OF CONTRACT PERFORMANCE**

*(Fill in the name and firm of the responsible person).*

a) **Supervision of field operations**

.....

b) **Major purchasing**

.....

c) **Estimating**

.....

d) **Technical management**

.....

## **9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) **Identify the “managing partner” if any**

.....

b) **What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?**

.....

- c) **Describe the management structure for the Joint Venture's work under the contract**

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner".

## 10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint-Venture Partner" or "ex non-Affirmable Joint-Venture Partner").

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

Duly authorised to sign on behalf of .....

Name .....

Address .....

Telephone .....

Date .....

*[Continue as necessary]*

**SCHEDULE 1L: ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT**

Description	Number				Total
Description of Task / Element / Trade	Artisans and or Skilled Labour	Semi-Skilled Labour	Labourers	Others	Labour / Task
<b>TOTAL ACTUAL LOCAL LABOUR: .....</b>					

**SIGNED BY TENDERER:** .....

Note: Where the same labour is to be re-used on various tasks the Total Labour/Tasks and the Total Actual Local Labour will differ.

**SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB**

The tenderer should attach to this page a copy of the certificate of contractor registration of his/her company, close corporation, partnership or joint venture issued by the CIDB.

**SIGNED BY TENDERER:**.....

## SCHEDULE 2B: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

**Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to this Schedule).**

## SCHEDULE 2C: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)

### MBD 2

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

1. In order to meet this requirement, Tenderers are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
  - b. The taxpayer must issue the municipality with the following:

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

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

- c. If a bidder is registered on the Theewaterskloof Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

## SCHEDULE 2D: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state<sup>1</sup>
  
2. Any person, having a kinship with persons in the service of the state<sup>1</sup>, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder) .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors/ trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state?.....YES ☐ / NO ☐
    - 3.8.1 If yes, furnish particulars. ....
    - .....
  - 3.9 Have you been in the service of the state for the past twelve months?.....YES ☐ / NO ☐
    - 3.9.1 If yes, furnish particulars. ....
    - .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and/or adjudication of this bid? .....YES ☐ / NO ☐
    - 3.10.1 If yes, furnish particulars. ....
    - .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? .....YES ☐ / NO ☐
    - 3.11.1 If yes, furnish particulars. ....
    - .....

<sup>1</sup> MSCM Regulations: "In the service of the state" means to be –

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

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



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

3.12.1 If yes, furnish particulars. ....

.....

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

3.13.1 If yes, furnish particulars. ....

.....

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

3.14.1 If yes, furnish particulars. ....

.....

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

Full Name	Identify Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**SCHEDULE 2E: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)**

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

1. Are you by law required to prepare annual financial statements for auditing? ..... **YES / NO**

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

.....

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ..... **YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?..... **YES / NO**

3.1.1 If yes, furnish particulars

.....

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

.....

## CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 2F: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;

- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

### 5. BID DECLARATION

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

### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

### 8.4 Type of Company/ Firm

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 8.5 Describe Principal Business Activities

.....

.....

.....

### 8.6 Company Classification

- ☐ Manufacturer

- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

## 8.7 Municipal Information

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

8.8 Total number of years the company/firm has been in business: .....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

### WITNESSES

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

DATE:.....

ADDRESS.....

.....  
.....

## SCHEDULE 2G: CERTIFICATE OF LOCAL CONTENT DECLARATION (MBD6.2)

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 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> 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>
1. Reinforcing steel bars	100%
2. Wire Mesh Products	100%
3. Valve products	70%
4. uPVC pipes	100%
5. HDPE pipes	100%
6. Cement	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](http://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. Before bids are accepted exchange rates will be verified.

3. 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/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/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:** .....

ANNEXURE C1										SATS 1286.2011			
Local Content Declaration – Summary Schedule													
(C1) Tender No.		ENG 13/2022/23						NOTE: VAT to be excluded from all calculations					
(C2) Tender Description		UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1											
(C3) Designated product(s)		VALVE PRODUCTS											
(C4) Tender Authority		THEEWATERSKLOOF MUNICIPALITY											
(C5) Name of Tendering Entity													
(C6) Tender Exchange Rate		Pula				EU				GBP			
(C7) Specified local content %		70%											

  

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
C.55	Ø160mm AVK type (or similar approved) resilient seal type valve							7 No			
C.56	Ø90mm AVK type (or similar approved) resilient seal type valve							1 No			
C.57	Ø75mm AVK type (or similar approved) resilient seal type valve							2 No			
C.58	Ø63mm AVK type (or similar approved) resilient seal type valve							No			
C.59	Ø50mm AVK type (or similar approved) resilient seal type valve							1 No			
C.60	Ø160mm Ainsworth type (or similar approved) type hydrant							11 No			
C.61	Ø25mm Variant Anti-theft (or similar approved) type air valve							9 No			
C.62	Ø160mm Scour Valve (or similar approved)							2 No			
C.63	Ø100mm AVK type (or similar approved) Swing Check type valve							1 No			
C.79	Ø25mm Brass Ball Valve							17 No			
C.80	Ø32mm Brass Ball Valve							10 No			
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION										(C23) Total Imported content	
DATE										(C24) Total local content	
										(C25) Average local content % of tender	

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

<b>ANNEXURE C2</b>	<b>SATS 1286.2011</b>
<b>Local Content Declaration – Summary Schedule</b>	

(C1) Tender No.	ENG 13/2022/23					
(C2) Tender Description	<b>UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1</b>					
(C3) Designated product(s)	uPVC & HDPE PIPES					
(C4) Tender Authority	THEEWATERSKLOOF MUNICIPALITY					
(C5) Name of Tendering Entity						
(C6) Tender Exchange Rate	Pula		EU		GBP	
(C7) Specified local content %	100%					

NOTE: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
C.33	Ø160mm uPVC Class 12 water pipes							3700m			
C.34	Ø90mm uPVC Class 12 water pipes							m			
C.35	Ø75mm uPVC Class 12 water pipes							10m			
C.36	Ø63mm uPVC Class 12 water pipes							m			
C.37	Ø50mm uPVC Class 12 water pipes							15m			
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

<b>ANNEXURE C2</b>	<b>SATS 1286.2011</b>
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**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

**Local Content Declaration – Summary Schedule**

(C1) Tender No.	ENG 13/2022/23					
(C2) Tender Description	UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1					
(C3) Designated product(s)	Cement					
(C4) Tender Authority	THEEWATERSKLOOF MUNICIPALITY					
(C5) Name of Tendering Entity						
(C6) Tender Exchange Rate	Pula		EU		GBP	
(C7) Specified local content %	100%					

NOTE: VAT to be excluded from all calculations

		Calculation of local content					
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
C.38	ø300mm Concrete Class 100D Spigot & Socket						
C.39	ø300mm Concrete Class 100D						
C.65	Concrete bollard						
C.66	Valve chamber						
C.67	Hydrant chamber						
C.68	Air valve chamber						
C.69	Scour valve chamber						
C.89	Armorflex 140 filled with 15Mpa concrete						
C.90	Grout 1:9 cement sand mixture						
C.91	Brick up ends of concrete pipe complete						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)
48m			
No			
31No			
11No			
11No			
9No			
2No			
220m2			
4m3			
8No			

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

**THEEWATERSKLOOF MUNICIPALITY**  
**UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**  
**ENG 13/2022/23**

**ANNEXURE D1**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

(D1)	Tender No.	ENG 13/2022/23				
(D2)	Tender Description	UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1				
(D3)	Designated product(s)					
(D4)	Tender Authority	THEEWATERSKLOOF MUNICIPALITY				
(D5)	Tendering Entity's Name					
(D6)	Tender Exchange Rate	Pula		EU		GBP

**NOTE: VAT to be excluded from all calculations**

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)
This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer

Summary	
Tender Quantity	Total imported value
(D30)	(D31)

ANNEXURE D2										SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C										

(D1)	Tender No.	ENG 13/2022/23								
(D2)	Tender Description	UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1								
(D3)	Designated product(s)									
(D4)	Tender Authority	THEEWATERSKLOOF MUNICIPALITY								
(D5)	Tendering Entity's Name									
(D6)	Tender Exchange Rate	Pula		EU		GBP				

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

ANNEXURE E1		SATS 1286.2011
Local content Declaration – Summary Schedule to Annexure C		
(E1) Tender No.	ENG 13/2022/23	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1	
(E3) Designated product(s)		
(E4) Tender Authority	THEEWATERSKLOOF MUNICIPALITY	
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



ANNEXURE E2		SATS 1286.2011
<b>Local content Declaration – Summary Schedule to Annexure C</b>		
(E1) Tender No.	ENG 13/2022/23	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1	
(E3) Designated product(s)		
(E4) Tender Authority	THEEWATERSKLOOF MUNICIPALITY	
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C1 – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

**SCHEDULE 2H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES  
(MBD 8)**

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

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

Item	Question	Yes	No
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

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

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

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

## SCHEDULE 2I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) Prices;
  - b) Geographical area where product or service will be rendered (market allocation);
  - c) Methods, factors or formulas to calculate prices;
  - d) The intention or decision to submit or not to submit, a bid;
  - e) The submission of a bid which does not meet the specifications and conditions of the bid: or
  - f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

<b>SCHEDULE 2J: DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES</b>
--

**NAME OF ENTERPRISE / TENDERER\*:** .....

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a. failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b. failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c. abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d. been convicted of fraud or corruption during the past five years;
- e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f. been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

**SIGNED BY ENTERPRISE/TENDERER:** .....

**DATE:** .....

\* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

**DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.**

**SCHEDULE 2K: FINANCIAL STANDING**

**PLEASE APPEND PROOF OF BANK GRADING TO THIS SCHEDULE**

**BANKING DETAILS OF COMPANY**

**COMPLETION OF WORKS: ..... (CALENDER DAYS)**

**SIGNED BY TENDERER:.....**



**SCHEDULE 2L: PROOF OF PAYMENT OF TENDER FEE**

The tenderer should attach to this page proof of payment of the tender fee.

**SIGNED BY TENDERER:**.....

**SCHEDULE 2M: LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES**

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA. Each party to a Joint Venture or Consortium shall submit separate documents.

**SIGNED BY TENDERER:**.....

## SCHEDULE 2N: BARGAINING COUNCIL – CERTIFICATE OF COMPLIANCE

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA as well as certificates issued by relevant Bargaining Council. Each party to a Joint Venture or Consortium shall submit separate documents.

**NB: When submitting, please ensure that the submitted Letter is from the Bargaining Council and Not a Registration Letter of the Company.**

**SIGNED BY TENDERER:**.....

**SCHEDULE 20: 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 meeting held for all tenderers at .....

..... (location) on ..... (date), starting at .....

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

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity .....

## **SCHEDULE 2P: PROOF OF CREDIT FACILITIES WITH SUPPLIERS/MANUFACTURERS**

The tenderer should attach to this page proof that adequate credit facilities are available with manufacturers and/or suppliers for the purchasing of pipe materials listed in the Bill of Quantities.

**SIGNED BY TENDERER:**.....

**SCHEDULE 2Q: B-BBEE CERTIFICATE**

The tenderer must attach to this page a valid **certified copy of their valid B-BBEE level of contribution certificate** in respect of his/her company, close corporation, or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a valid certified copy of the valid B-BBEE Certificate for each of the joint venture partners.

**SIGNED BY TENDERER:**.....

**SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **SCHEDULE 3B : OCCUPATIONAL HEALTH AND SAFETY PLAN**

### **OCCUPATIONAL HEALTH AND SAFETY ACT (Act No 85 of 1993)**

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

In this regard the successful Tenderer shall prepare a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

**SIGNED BY TENDERER:**.....



### SCHEDULE 3C : FORM OF INDEMNITY

THE MUNICIPAL MANAGER, Theewaterskloof Municipality

#### INDEMNITY

Given by ..... (Name of Company)  
of .....

.....  
(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by .....  
.....(Name of Representative) in his capacity as  
.....Designation) of the Contractor is

duly authorised hereto by a resolution dated .....

To sign on behalf of the Contractor.

WHEREAS **THE CONTRACTOR** has entered into a Contract, dated.....with  
**THEEWATERSKLOOF MUNICIPALITY** (hereinafter called the Municipality), **WHO REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE CONTRACT: ENG 13/2022/23: UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

#### SIGNATURE:

.....

THUS DONE AND SIGNED for and on behalf on the Contractor.

At .....on this .....day of .....20..... in the presence of the subscribing witnesses.

#### AS WITNESSES:

1. .... (Designation) .....
2. .... (Designation) .....

## SCHEDULE 3D: SPECIAL CONDITIONS OF TENDER

<b>A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT</b>
The service provider must source 100% unskilled labour from the benefitting community. Complete <b>Schedule 1L</b> in this regard. Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to TWK Municipality to register them. The service provider must pay in line with industry related wages
The service provider is required to oversee the transfer of skills to a contractor local to the Theewaterskloof Municipal area. The service provider must subcontract 1000m of the pipeline to a local 1CE CIDB registered contractor, on a labour only basis.
All Construction Equipment that the contractor should lease MUST be from the local Theewaterskloof area as listed in Returnable <b>Schedule 1D</b> , for example, Front Loader/Digger, concrete mixer, compressor, etc. Construction Equipment not available from the Theewaterskloof area must be substantiated by proof of such.
Bedding and blanket sand must be sourced within the boundaries of the Municipality.
<b>B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED</b>
Any additional information upon request must be submitted in writing within 48 hours of receipt.
<b>C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER</b>
The service provider must provide the Municipality with a completed list of local labourers used, as depicted in Annexure 1S, with monthly claims.
The aforesaid list must be updated and submitted together with the service provider's progress report and monthly invoice, inclusive of the following details: <ul style="list-style-type: none"> <li>a. Salary / wages spent on local employees versus total wages / salary budget at site</li> <li>b. Number of local employees employed versus per total workforce at site</li> <li>c. Amount spent on local suppliers versus budgeted</li> </ul>
Any amendments to the list requires prior approval from the Municipality.
The service provider must provide local labourers with basic on-the-job training and provide them with a reference letter after completion of their services.
The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and monthly invoice.
Any changes in sub-contractors requires prior approval from the Municipality.
Proof of payment to local sub-contractors, local suppliers and local labourers must be submitted by the Contractor to the Municipality.

**If the tenderer fails to sign this schedule it will be interpreted that the tender does not comply with the special conditions of tender and will therefore be regarded as being non-responsive.**

**I HEREBY DECLARE THAT I COMPLY WITH ALL THE SPECIAL CONDITONS OF TENDER AS SET OUT ABOVE.**

Signed .....	Date .....
Name .....	Position .....
Tenderer .....	

---

## **PART C1: Agreements and Contract Data**

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## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO: ENG 13/2022/23 : UPGRADE OF TESSELAARSDAL WATER NETWORK, PHASE 1**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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 ESTIMATED 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 organization)

Name and  
signature  
of witness .....

Date .....

## Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work & Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect 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 working days of the date of such receipt notifies the Employer in writing of any reason 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 Employer**      THEEWATERSKLOOF MUNICIPALITY  
6 Plein Street  
CALEDON  
7230

Name and  
signature  
of witness .....

Date .....

# Schedule of Deviations

**Notes:**

- 1. The extent of deviations from the tender documents issued by the Employer before 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: .....

.....

.....

.....

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

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

**For the Tenderer:**

Signature(s).....

Name(s) .....

Capacity .....

(Name and .....  
address of .....  
organization) .....

Name and.....  
signature .....  
of witness ..... Date .....

**For the Employer:**

Signature(s).....

Name(s) .....

Capacity .....

(Name and .....  
address of .....  
organization) .....

Name and.....  
signature .....  
of witness ..... Date .....

## C1.2 Confirmation of Receipt

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

The ..... (day)

Of ..... (month)

20..... (year)

At ..... (place)

**For the Contractor:**

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name



## C1.3 Contract Data

### Part 1: Contract Data Provided by the Employer

#### **GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

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

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

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

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this contract and shall be replaced with the documentation bound into this tender document.

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

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

#### **CONTRACT SPECIFIC DATA**

The following Contract specific data are applicable to this Contract:

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12** months.

##### **Clause 1.1.1.14:**

The maximum time for achieving Practical Completion is 4 months, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). Included in the contract duration must be a 6 week period to obtain wayleave approvals.

##### **Clause 1.1.1.15**

The **Employer** is the THEEWATERSKLOOF MUNICIPALITY, represented by the Deputy Director Technical and Infrastructure Implementation Services and/or such person or persons duly authorised thereto by the Employer in writing.

and is referred to in this Contract Document by the terms "Employer", "THEEWATERSKLOOF MUNICIPALITY" or "Council" as the context provides.

##### **Clause 1.1.1.16**

The **Employer's Agent**, referred to in the documents, is the firm of Element Consulting Engineers (Pty) Ltd., acting through a director, an associate or an official authorised thereto in writing.

For the purposes of this tender the Employer's Agent will be the same person as the Engineer referred to in this document and in the SANS 1200.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement Contract.

**Clause 1.1.1.28:**

*Replace with the following:*

**“Scope of Work”** means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be performed.

*Add the following clauses after Clause 1.1.1.34:*

1.1.1.35 **“Drawings”** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

1.1.1.36 **“Letter of Notification”** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderer’s Offer and no rights shall accrue.

**Clause 1.2.1.2:**

The address of the Employer is: THEEWATERSKLOOF MUNICIPALITY  
6 Plein Street  
CALEDON  
7230

The address of the Engineer is: Element Consulting Engineers (Pty) Ltd  
54 Oxford Street  
Oxford Gate  
Block C  
DURBANVILLE  
7550

**Clause 3.2.3:**

The Employer’s Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.3.1 Nomination of Engineer’s Representative
2. Clause 3.3.4 Engineer’s authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.2 Suspension of the Works by Engineer
5. Clause 5.12.1 Extension of time for Practical Completion
6. Clause 5.12.4 Acceleration instead of extension of time
7. Clause 6.3.1 Variations

**Clause 4.3:**

*Add the following clause after Clause 4.3.2.:*

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

An agreement is included in the Contract Document (C1.6 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer). The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

**Clause 5.3.1:**

The documentation required before commencement with Works execution is:

- 1) Health and Safety Plan (Refer to Clause 4.3)
- 2) Initial programme (Refer to Clause 5.6)
- 3) Security (Refer to Clause 6.2)
- 4) Insurance (Refer to Clause 8.6)
- 5) Occupational Health and Safety Agreement (C1.6 of the Contract Document)
- 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

**Clause 5.3.2:**

The time to submit the documentation required (Clause 5.3.1 above) before commencement with Works execution is 14 days.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

*Add the following clause after Clause 5.4.3:*

- 5.4.4            The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- 1) All gazetted public holidays falling outside the year end break.
- 2) The year end breaks as recommended by the SAFCEC

**Clause 5.12.2.2:**

The Contractor shall make allowance for the average rainfall and windy conditions that may exist during the contract period. All necessary steps shall be taken to proceed with the Works despite inclement weather. The Contractor shall however record all rainy and windy periods, which adversely affect the Contract. The Contractor shall record the daily rainfall measurements read at Gauge 0006733W of Caledon, which is the official gauge. Extension of Time in terms of Clause 5.12 of the General and Special Conditions of Contract arising from abnormal climatic conditions shall be applied as follows:

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 inclement weather, for which he will not receive any extension of time. The value of "n" for this Contract shall be based on the loss of 32 working days per annum due to inclement weather.

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
  - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
  - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
  - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
  - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 32 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

#### ANTICIPATED DAYS LOST DUE TO NORMAL CLIMATIC CONDITIONS

Month	"n" Working days	Month	"n" Working days
January	2	July	4
February	2	August	4
March	2	September	4
April	2	October	2
May	2	November	2
June	4	December	2

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

#### **Clause 5.13.1:**

The penalty for failing to complete the Works within the contract period is **R5000.00** per calendar day.

#### **Clause 5.14.5.1:**

*Amend Clause 5.14.5.1 as follows:*

*In the second line, substitute the word 'Guarantor' with 'Contractor'.*

#### **Clause 5.16.3:**

The latent defects period is **10** (ten) years commencing from the day after the issuing of the Certificate of Completion.

#### **Clause 6.2.1:**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.4.

#### **Clause 6.2.2:**

Delete Clause 6.2.2 in its entirety.

#### **Clause 6.2.3:**

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

#### **Clause 6.4.2:**

Delete Clause 6.4.2 in its entirety and replace with the following:

The Employer reserves the right to increase or decrease the scope of work with a maximum of 20%, in other words, increasing or decreasing the Bill of Quantities. In terms of Clause 6.4.2 the Contractor therefore waives his right to raise a dissatisfaction claim in terms of Clause 10.2 if the variation is within the limits of 20%.

#### **Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is **10%**.

**Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

**Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is **80%**.

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.

**Clause 6.10.4:**

*Add the following to Clause 6.10.4:*

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Municipal Supplier Management Office).

In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the original certificate.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of GCC Clause 4.10.2 and as described in the Scope of Work.

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R0,00 (Nil)**.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R100,000.00 (One Hundred Thousand Rand)**.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is **R20 000 000.00 for any single claim** – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

**Clause 8.6.6:**

The evidence that the insurances have been affected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.8 Insurance Broker's Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.8:

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

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following clause after Clause 10*

**Clause 11: Details to be confidential**

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

**Clause 12: Fines**

The Contractor will be subject to fines as set out in the Environmental Management Specification (C3.6 Annexure C) and the Construction Health and Safety Specification (C3.6 Annexure B) and the Project Specifications (C3.4 Construction: Project Specifications, Portion 2: Variations and Additions to the Standard Specifications).

**Part 2: Data provided by the Contractor**

**Clause 1.1.8:**

The name of the Contractor is .....

**Clause 1.2.2:**

The address of the Contractor is

Physical  
Address: .....

Postal  
Address: .....

.....

.....

.....

.....

.....

.....

Telephone: .....

Fax: .....

e-mail : .....

**SIGNED BY TENDERER:** .....

## C1.4 Form of Guarantee

**Contract No: ENG 13/2022/23**

WHEREAS the **THEEWATERSKLOOF MUNICIPALITY**,  
(hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(hereinafter called "the Contactor") on the ..... day of ..... 20.....  
for .....

.....  
at ..... (*indicate site location*)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee 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 guarantee;

NOW THEREFORE WE ..... do hereby  
guarantee and bind ourselves jointly and severally as Guarantor 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 authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the 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 completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. 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.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand .....  
..... (in words); R .....(in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

Signature:.....

Duly authorized to sign on behalf of: .....

Address: .....



.....  
.....

As witnesses:

1. ....

2. ....

Guarantor's seal or stamp

## ANNEXURE

### LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 25<sup>th</sup> January 2015) approved for issue of contract guarantees to the Municipality:

#### **National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Nedbank Ltd.  
Standard Bank of SA Ltd.

#### **International Banks (with branches in SA):**

Barclays Bank plc.  
Citibank n.a.  
Commerzbank Aktiengesellschaft  
Credit Agricole Corporate and Investment Bank  
Deutsche Bank AG  
HSBC Bank : Johannesburg  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

#### **Insurance companies:**

ABSA Insurance  
AIG South Africa  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Guardrisk Insurance Co.  
Hollard Insurance Company Ltd.  
Home Loan Guarantee Co.  
Infiniti Insurance Limited  
Lombard Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Renasa Insurance Company Ltd.  
Santam Limited  
Zurich Insurance Co.

**C1.5 Adjudicator’s Agreement**

This Agreement is entered into between:

**Adjudication Board Member:**

Name:.....

Physical address: .....  
.....  
.....

Postal address: .....  
.....  
.....

E-mail address: .....

Fax Number: .....

Telephone Number: .....

Mobile Number: .....

**Contractor:**

Name:.....

Physical address: .....  
.....  
.....

Postal address: .....  
.....  
.....

E-mail address: .....

Fax Number: .....

Telephone Number: .....

Mobile Number: .....

**Employer:**

Name:.....

Physical address: .....  
.....  
.....

Postal address: .....  
.....  
.....

E-mail address: .....

Fax Number: .....

Telephone Number: .....

Mobile Number: .....

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for **CONTRACT: ENG 13/2022/23 UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**, which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to ad-hoc adjudication.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:

7.1 A monthly retainer – value and duration to be confirmed, and/or

7.2 A daily fee – value and number of hours to be confirmed, and/or

7.3 An hourly fee – value to be confirmed, and/or

7.4 A non-recurrent appointment fee (value to be confirmed) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by

Contractor's signature: .....

Contractor's name: .....

Place: .....

Date: .....

Employer's signature: .....

Employer's name: .....

Place: .....

Date: .....

Adjudication Board Member's signature: .....

Adjudication Board Member's name: .....

Place: .....

Date: .....

## C1.6 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

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

Please attach a certified copy of the COID Act certificate to this schedule.

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

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

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

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

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

.....  
Witness

.....  
**Mandatory**

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

.....  
Witness

.....  
**for and on behalf of Theewaterskloof Municipality**

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspects pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (2) and INDEMNITY FORM  
OCCUPATIONAL HEALTH AND SAFETY ACT 1994 (Act No 85 of 1993)**

**TO BE COMPLETED AND SIGNED BY ALL MANDATORIES**

**NOTE:** Section 1 (1)(XXVIII) of the Act defines a “mandatory” as including an Agent, a Contractor or a Sub-Contractor.

AGREEMENT MADE AND ENTERED INTO BETWEEN THEEWATERSKLOOF MUNICIPALITY

(Hereinafter referred to as the “PRINCIPAL”)  
and

.....  
Herein represented and duly authorised by its director/official (hereinafter referred to as the **MANDATORY**)

**WHEREAS** the Occupational Health and Safety Act No 85 of 1993, as amended, (hereinafter called the “**ACT**”) provides that the principal shall be accountable for the compliance and application of the provisions of the ACT and more specifically Section 37(2) of the Act, with regard to the execution of work of whatever nature by private independent Contractor specifically engaged by the PRINCIPAL for the purpose;

AND WHEREAS the Contractor, so engaged. (Hereinafter called the “MANDATORY”) is statutory compelled in its/his own right as Employer, to comply with the obligations prescribed by section 37(2) and other provisions of the ACT applicable to his/her employees;

**AND WHEREAS** the PRINCIPAL, has in fact engaged the services of the MANDATORY on account of the fact that the PRINCIPAL is not in the position to execute the work departmentally resulting in the MANDATORY’s presence on site for the specific purpose of executing the work by means of his own employees and is bound therefore, to adhere to the obligations and provisions of Section 37(2) of the ACT;

**AND NOW THEREFORE**, the PRINCIPAL and the MANDATORY hereby agree as follows:

1. The MANDATORY hereby unconditionally accepts the responsibility and accountability for the relevant work or contract in accordance with the provisions of Section 37(2) of the ACT.
2. The MANDATORY undertakes to take due care that all machines, equipment and implements are in approved good order and state of repair and shall be utilised by any employee in its/his employ in a manner which fully complies with any and all relevant provisions of the ACT.
3. The MANDATORY hereby unconditionally grants the PRINCIPAL indemnity against any and all claims and steps that may be instituted against the PRINCIPAL on account of non- compliance with the provisions of Section 37(2) of the ACT and any other relevant provision thereof.
4. The MANDATORY, without encroaching upon the indemnity granted to the PRINCIPAL as per paragraph 3 hereof undertakes to inform the PRINCIPAL summarily should the MANDATORY at any time during the execution of the specific contract, for whatever reason find that he cannot comply with the provision of the ACT and afore-mentioned indemnity given to the PRINCIPAL or its/his inability to perform as per the Agreement or that compliance be detrimentally affected for whatever reason. In such an event the MANDATORY shall liaise with the PRINCIPAL, who however, reserves the right not to release the MANDATORY from the provisions of the Agreement between parties and the indemnity herein referred to unless otherwise agreed upon.
5. The MANDATORY hereby certifies that it/he has taken note of the addendums to this Agreement and unconditionally undertakes to comply with the provisions thereof, failing which it/he shall be fully liable for all consequential legal proceedings that may be instituted and indemnifies the PRINCIPAL against any action arising out of non-compliance with Section 37(2) of the ACT.
6. The MANDATORY’s sole responsibility in terms of this agreement terminates when the PRINCIPAL releases the MANDATORY from his obligations under the contract.
7. The MANDATORY undertakes to indemnify the PRINCIPAL in the same manner herein provided for, against any claims instituted on account of non-compliance in terms of the ACT against subcontractors employed by the MANDATORY.
8. Appoint Mr/Mrs ..... as our representative and the responsible person on site for the duration of my/our work on the premises of Theewaterskloof Municipality in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.
9. Registration number with Compensation Commissioner: .....



**THUS DONE AND SIGNED** at ..... on this ..... day of ..... 20....

**AS WITNESSES:**

1. ....

2. ....

.....  
**PRINCIPAL**

for and on behalf of Theewaterskloof Municipality

**THUS DONE AND SIGNED** at ..... on this ..... day of ..... 20....

**AS WITNESSES:**

1. ....

2. ....

.....  
**MANDATORY**

Contractor

## C1.7 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: .....

PROJECT:

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer ....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

### 1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

### 2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

- a) to keep the community informed on the progress of the project;
- b) to keep the Contractor informed on relevant Community affairs and possible grievances;
- c) to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
- d) to assist the Contractor's supervisory staff in the management of the workers.

### 3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R400.00 per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

- 3.2 Maximum hours of work:

- 9¼ hours per day
- 45 hours per week;
- 5 days per week;
- 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- A spread-over period of 12 hours.

- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:

- undisciplined or unruly behaviour;
- insubordination to Team Leader, Supervisors or Management;
- abuse of intoxicating substances;
- criminal actions by the employee;
- strike action or political stay-aways.

- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:

- undisciplined or unruly behaviour;
- insubordination to Team Leader, Supervisors or Management;
- abuse of intoxicating substances;
- wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- the name of the Contractor;
- the CLO's name;
- the number of days worked by the CLO;
- the rate per day;
- the details of any deductions made;
- the actual amount paid to the CLO.

3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.

3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.

3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.

3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

#### **4. TERMINATION OF AGREEMENT**

4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

#### **5. THE CONDITIONS OF THIS AGREEMENT**

5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

#### **6. THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:.....

Community Liaison officer: .....

Date: .....

## C1.8 Insurance Broker's Warranty

### Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

Theewaterskloof Municipality  
Municipal Manager  
PO Box 24  
Caledon  
7230

Dear Sir

**CONTRACT NO.:     ENG 13/2022/23**

**CONTRACT TITLE:   UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**

NAME OF CONTRACTOR: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the Theewaterskloof Municipality with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_

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# Part C2: Pricing Data

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	<u>Pages</u>
C2.1 PRICING INSTRUCTIONS .....	120
C2.2 BILLS OF QUANTITIES .....	121

## C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SABS 1200-A, general. The SABS also indicate SANS.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	Sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Qty	=	Quantity			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. 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](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. 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.
8. The quantities set out in the 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.
9. Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in 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.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

**I hereby declare that I comply with the pricing instructions as set out above.**

**SIGNED BY TENDERER:**.....

C2.2 Bills of Quantities

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SCHEDULE B: SITE CLEARANCE .....	126
SCHEDULE C: WATER RETICULATION.....	127
<b>SUMMARY OF SCHEDULES .....</b>	<b>133</b>

## SUMMARY OF SECTIONS

[illegible]

**SIGNED BY TENDERER:**.....



## **DECLARATION (In respect of completeness of Tender)**

THEEWATERSKLOOF MUNICIPALITY  
P O Box 24  
CALEDON  
7230

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing **13 (including the summary page)** pages in consecutive order upon which my/our tender for the **TENDER NO ENG 13/2022/23: UPGRADING OF TESSELAARSDAL WATER NETWORK, PHASE 1**, has been based.

.....  
SIGNATURE OF TENDERER/S

.....  
DATE

---

## Part C3: Scope of Work and Specifications

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C3.1 Description of the works .....	138
C3.2 Engineering .....	140
C3.3 Procurement .....	142
C3.4 Construction .....	143
C3.5 Management .....	176
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### Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings  
Scope of Work  
Standardised Specifications

This **Scope of Works** is set out as follows:

- C 3.1:**        **DESCRIPTION OF THE WORKS** covers a general description of the works or project and the facilities available.
- C 3.2:**        **ENGINEERING** covers a list of drawings and standard drawings supplied separately and/or bound with the tender document
- C 3.3:**        **PROCUREMENT** covers the requirements; resource standard pertaining to targeted procurement, scope of mandatory subcontract works; preferred subcontractors / suppliers; subcontracting procedures; attendance on subcontractors, etc.
- C 3.4:**        **CONSTRUCTION** covers variations and additions to the standard specifications that are applicable to the contract, as well as Particular Specifications that is applicable.

All clauses in the Specification Data are preceded with “SD” followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

Any clause referred to in the standard specification will also include the relevant Specification Data.

The Particular Specifications are the Environmental and Health & Safety Specifications.

- C 3.5:**        **MANAGEMENT** cover the applicable standards and the methods and procedures to be followed in managing the works to the requirements of the Engineer and the Employer.
- C 3.6:**        **ANNEXURES** covers the drawings bound in document, the Environmental Management Plan, Health and Safety Specification and the Geotechnical Report.

## C3.1 Description of the Works

### SD 1: General Description of Contract

The Employer of the project is Theewaterskloof Municipality.

The work to be carried out under this contract entails the construction of the following:

- Site clearance
- Installation of new Ø160mm watermain
- Installation of new water house connections

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bills of Quantities.

### SD 2: Description of Site and Access

Tesselaarsdal is situated in the rural area between Stanford and Caledon in the Western Cape and is approximately 140 km South-East of Cape Town. The GPS coordinates for the site is (S 34° 22' 36.4"; E 19° 32' 17.3"). Access to the site will be from the N2 and then the R320 from Caledon.

As the construction work is to be carried out on municipal property, private property and government owned property, the Contractor shall exercise strict control over his employees to ensure that they do not trespass beyond any restricted areas not intended for construction purposes.

The Contractor must take note of the fact that transport equipment to be used on existing roads is limited to the allowed legal axle-loads in accordance with the Road Ordinance of the relevant Authority. The Contractor shall use temporary bypass roads where necessary. No additional payment shall be made in this regard and any additional costs shall be regarded to be included in relevant supplied rates.

The Contractor is made aware that except for payment item 8.3.2.2 of the SANS 1200 A regarding access, no other payment will be made for access to the site of works, borrow pits and dumping sites.

### SD 3: Nature of Ground and Subsoil Conditions

A geotechnical investigation was carried out by Core Geotechnical Consultants on the route of the proposed pipeline. The geotechnical report on the investigation is included in Part C3.6 of the Contract. Although the information given is accurate and representative of the conditions at test hole locations, there is no guarantee that such information is representative of the entire area since local variations may occur between test hole locations. The information is thus given in good faith and does not relieve the Contractor of his responsibility in terms of the General Conditions of Contract and the specifications.

### SD 4: Scope of Contract

#### SD 4.1: Principal Contract

The scope of this principal contract includes the following activities:

- a) Site clearance and access
- b) Earthworks (Pipe trenches)
- c) Water Reticulation

### SD 5: Construction Programme & Methods

#### SD 5.1: Time for Completion and Programme

The completion period must include the normal days of inclement weather as specified in the Specification Data and special non-working days listed in the Contract Data, excluding the standard builders' holidays, if applicable.

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme.

It must be highlighted that the existing sewer infrastructure must remain operational for the duration of the Contract and the Contractor must do everything possible within his ability to ensure that the Theewaterskloof Municipality and its employees can work and execute their duties to ensure the uninterrupted operation of the pipeline.

**SD 6: Site Facilities Available**

**SD 6.1: Source of Water Supply and Sewerage connection**

The Contractor shall make his own arrangements with the relevant authorities for obtaining water for construction and domestic purposes as well as a sewerage connection. The Contractor shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary standpipe as required.

**SD 6.2: Source of Power Supply**

The Contractor shall make his own arrangements for obtaining power and be responsible for all costs involved.

**SD 6.3: Location of Camp Site**

The Contractor must make his own arrangements for a Camp Site. The location of the Contractors' camp including the material storage areas will be subject to the Engineer's approval.

**SD 6.4: Housing for Contractor's employees**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respect responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

No housing on site shall be allowed.

**SD 7: Financial**

While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

Should the total Contract Value not be available for construction, the scope of work will be reduced in line with the available funding. The time related preliminary and general items will be adjusted pro-rata to the pro-rata adjusted contract duration.

## C3.2 Engineering

### C3.2.1 DESIGN SERVICES

Works designed by, and per design stage:

Concept, feasibility and overall process	Employer (Engineer)
Basic engineering and detail layout to tender stage	Employer (Engineer)
Final design to approval for construction	Employer (Engineer)
Temporary Works	Contractor
Preparation of "as-built" drawings	Contractor

### C3.2.2 DRAWINGS PREPARED BY THE EMPLOYER

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents.

2001551/C/001	Locality Plan
2001551/C/002	Nameboard
2001551/C/003	Pipe Schedule
2001551/C/004	Service Marker at erf connection
2001551/C/005	Bollard Detail
2001551/C/006	Thrust Blocks for Bends
2001551/C/007	Thrust blocks for Tees
2001551/C/008	Water House Connection Detail
2001551/C/009	Bell Toby Detail
2001551/C/010	Fire Hydrant Detail
2001551/C/011	Typical Air Valve Chamber
2001551/C/012	Typical Scour Valve Chamber
2001551/C/100	Existing Services & Key Plan
2001551/C/101	Bulk Water Layout & Longsection (Sheet 1 of 8)
2001551/C/102	Bulk Water Layout & Longsection (Sheet 2 of 8)
2001551/C/103	Bulk Water Layout & Longsection (Sheet 3 of 8)
2001551/C/104	Bulk Water Layout & Longsection (Sheet 4 of 8)
2001551/C/105	Bulk Water Layout & Longsection (Sheet 5 of 8)
2001551/C/106	Bulk Water Layout & Longsection (Sheet 6 of 8)
2001551/C/107	Bulk Water Layout & Longsection (Sheet 7 of 8)
2001551/C/108	Bulk Water Layout & Longsection (Sheet 8 of 8)
2001551/C/109	Traffic Accommodation

**Notes:**

1. The drawings that form part of the tender documents shall be used for tender purposes only.
2. The Contractor will be supplied with three (3) paper prints of each of the drawings required for construction. These copies are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.
3. Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.
4. Any information in the possession of the Contractor, which the Engineer requires to complete his record drawings shall be supplied to the Engineer's Representative before a certificate of completion will be issued.
5. Originals of reduced tender drawings are available for inspection at the offices of the engineer or prints may be purchased by arrangement with the Engineer. No claim for misunderstanding reduced drawings will be considered.

**C3.2.3 AS BUILT (RECORD) DRAWINGS**

The Contractor is responsible for preparation of all as built drawings. As the works are progressing, the Contractor shall mark on a special set of drawings, all as-built details and submit them to the Engineer's Representative for approval on a weekly basis.

The following protocols regarding civil as built plans and data are implemented by the THEEWATERSKLOOF MUNICIPALITY and must be adhered to for this project.

- a) Drawings should be prepared in AutoCAD should be drawn by layer and **not** by colour and the layer names must be descriptive and just and containing not more than 8 digits. (Each theme type must be drawn on a different layer.)
- b) The data must be clean and with no duplication of CAD features.
- c) The digital data must be produced on the WG 19 degrees (WGS 84) (World Geodetic System 1984) co-ordinate system, the height values must be referenced to Mean Sea Level.

## **C3.3 Procurement**

### **C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES**

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the Preferencing Schedule (Schedules 2E, 2F, 2G and 2H in Part T2.2 Returnable Schedules in the Tender Data).

### **C3.3.2 SUBCONTRACT WORK**

The Contractor may subcontract portions of the Work included in the contract. Clause 4.4 of the General Conditions of Contract makes provision for subcontracting. Subcontract work provides suitable work opportunities for smaller businesses and targeted enterprises.

Subcontract work provides jobs and opportunity for all small businesses and can also be used to secure goal credits for targeted enterprises. It is recommended that the SAFCEC-based Subcontract document is used for all subcontracted work on construction contracts. In the interests of all parties, the Contractor shall enter into a written subcontract with each subcontractor in accordance with the abovementioned

The subcontract gives effect to all the provisions of the Contract in respect of the relationship between the Contractor and the subcontractor and the liabilities and responsibilities to be accepted by both parties. Where necessary, the Contractor will have to provide surety, insurance and facilities for the subcontractor.

In terms of this Contract, each subcontractor shall be required to submit a separate valid Tax Clearance Certificate and a completed Enterprise Declaration.

### **C3.3.3 EMPLOYMENT OF LOCAL COMMUNITY LABOUR**

The maximum possible number of workers is to be employed from the labour lists provided by the Employer's agent of the currently unemployed persons in the local community. To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only. The service provider must source 100% unskilled labour from the benefitting community.

Key personnel are defined as supervisors and skilled labourers without whom a specific task cannot be executed. As far as possible these people should impart their management and technical skills to individuals within the local workforce who show a keen interest and display a willingness to learn.

A monthly report on employment of local labour in relation to other Employers must be submitted to the Employer's agent for information of the Employers. Tenders are referred to the Special Conditions relevant to this tender regarding the employment of local community labour contained Schedule 3D of the Returnable Schedules.



## C3.4 Construction: Project Specifications

The following variations and additions to the SANS 1200 Standardized Specifications referred to will be valid for this contract. The prefix "SD A" indicates an amendment to SANS 1200 A, "SD C" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200.

All clauses in the Specification Data are preceded with "SD". This is followed by the relevant letter(s) and number of the relevant clause of the standard specifications. This will replace, amend or add to the standard specification with the same number. For a new clause the numbers follow on from the last clause number used in the relevant specification.

The following variations and additions to the SANS 1200 Standardized Specifications referred to in clause SD 24 will be valid for this contract. The prefix "SD A" indicates an amendment to SANS 1200 A, "SD C" to SANS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SANS 1200.

### PORITION 1: STANDARDIZED SPECIFICATIONS FOR CIVIL ENGINEERING CONSTRUCTION

#### C3.4.1 WORKS SPECIFICATION

Due to an on-going internal conversion process at Standards South Africa, a single publication can be published under two different reference numbers. They refer to the same publication, e.g. SABS 1200 and SANS 1200 and shall be deemed equivalent in accordance with the published stipulations from STANSA.

##### C3.4.1.1 Applicable SANS 1200 Standardized Specifications

Although not bound in nor issued with this document, the following standardized specifications shall form part of the contract document and shall apply:

SANS 1200 A	1986	General
SANS 1200 AB	1986	Engineer's Office
SANS 1200 C	1980 (as amended 1982)	Site Clearance
SANS 1200 DB	1989	Earthworks (Pipe Trenches)
SANS 1200 L	1983	Medium Pressure Pipelines
SANS 1200 LB	1983	Bedding (Pipes)
SANS 1200 LE	1982	Stormwater Drainage
SANS 1200 LF	1983	Erf Connections (Water)

Variations to the standardized SANS 1200 are indicated in Portion 2 of the works specifications.

## PORTION 2: VARIATIONS TO THE STANDARDIZED SANS 1200

### A: GENERAL

#### SD A 1: SCOPE

*Replace sub-clause 1.1 with the following:*

"This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the Contractor's establishment on site."

#### SD A 2: INTERPRETATIONS

##### SDA 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 standardized specifications, the drawings or the Specification Data. 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."

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

The terms "South African Railways", "SAR", "South African Transport Services", "SATS" shall mean "Transnet Limited".

Except for references to the Bureau itself, or to the (official) SABS mark, the term "SABS" shall mean "SANS".

### A3: MATERIALS

#### SD A 3: Quality

*Substitute the second sentence of the first paragraph of A3.1 with the following:*

"Where a material to be used in this Contract is specified to comply with the requirements of a SANS Standard Specification, and such material is available with the official SANS mark, the material used shall bear the official mark."

*Substitute the second paragraph with the following:*

"Samples on which control testing is required by the Engineer, shall be delivered free of charge to a SANAS approved commercial laboratory. The Contractor is responsible for the cost of all testing to ascertain that

the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control test done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such test are required and must allow in his programme for the time necessary for the tests and the processing of the results thereof."

*Add the following sub-clause to Clause A3:*

**SD A 3.3: Ordering of materials**

The quantities set out in the Bill of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sources elsewhere."

**A 4: EQUIPMENT**

**SD A 4.2: Contractor's Office, Stores and Services**

*Add the following paragraph before the first paragraph:*

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

Add the following the second paragraph:

"One toilet per 10 workmen shall be provided and must be screened from public view and their use shall be enforced.

The Contractor shall make arrangements if necessary for the removal of night soil."

*Add the following to A 4.2:*

"The Contractors Non-Construction Manager or representative must be contactable at all times by phone. Should use be made of radio and or cellular-phones, these must be operational at all times with sufficient back-up batteries or recharging facilities.

There exists no housing facilities for the Contractor's work force, and arrangements must be made by the Contractor to accomplish that as well as transport. The Contractor is solely responsible for their housing, or the arranging thereof, and no payment or extension of time will be allowed because of any delay and/or work damage that may arise. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours."

**A 5: CONSTRUCTION**

**A 5.1: Survey**

**SD A 5.1.1: Setting out of the Works**

*Add the following to A 5.1.1:*

Benchmarks as well as reference pegs have been placed on the Site and these will be used to set out the Works. Setting out of the works is the sole responsibility of the Contractor and shall be done from survey pegs along the road reserve boundaries and from benchmarks as indicated on the drawings. The positions and values of these pegs are given on the drawings.

The Contractor shall within two (2) weeks after the land surveyor has set out pegs, check levels over all reference pegs and benchmarks and line pegs. This must be done before the Contractor intends constructing any portion of the Works influenced by such pegs or benchmarks. The Engineer shall be informed in writing of any discrepancy discovered in the positions or levels immediately on discovery but in

any event at least 7 days before such construction is due to start. Any costs or subsequent costs arising from discrepancies, which have not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and benchmarks are correct.

**SD A 5.1.2: Preservation and replacement of beacons and pegs subject to the land survey act**

*Add the following to A 5.1.2:*

"Immediately upon taking over the site the Contractor shall identify and mark all relevant cadastral boundary pegs. After the completion of mass earthworks, the Contractor shall, under the direction of the Engineer, search for these pegs and compile a list of such pegs that are apparently in their correct positions. The Contractor shall certify this list for future reference.

In the case where cadastral boundary pegs have already been placed, these pegs will be pointed out and handed over to the Contractor and he shall take all precautions necessary to ensure that such pegs and the pegs referred to in SD A 5.1.1 are not disturbed or destroyed. Any costs in connection with the replacement of pegs for which the Contractor is responsible in terms of sub-clause 5.1.2 will be recoverable from the Contractor by deduction from the monthly certificate of payment.

A Land Surveyor shall verify all cadastral boundary pegs after the completion of all operations. All disturbed pegs shall be replaced at the Contractors expense."

**SD A 5.2: Watching, Barricading, Electric Lighting and Traffic Crossing**

*Add the following to A 5.2:*

"The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during daytime. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with drums, reflecting tape and warning signs to satisfaction of the Engineer.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences."

**SD A 5.4: Protection of the overhead and underground services**

*Add the following to A 5.4:*

"The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continuously without interruptions and finalize it at least 7 days before excavation starts at that particular section.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates. All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer.

While he is in occupation of the site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising there from, whether caused directly by his operations or by lack of proper protection."

Various services are known to exist on the site. Their approximate positions are shown on the drawings but, although they are based on the best information available, their accuracy cannot be guaranteed. It is likely that other services that are not shown on the drawings exist along the route of the pipeline.

All services, in particular cables, shall be treated as live until proven otherwise.

Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

Before any work that involves services to any property is carried out, the Contractor shall serve notice on the resident, occupier and/or owner of every property, at least 7 working days in advance of any temporary disconnection, advising the nature, time and duration.

In addition to the requirements of Subclause 5.4 the Contractor shall deal with the crossing of known existing services by the pipelines by:

Notifying to the Engineer's Representative and the relevant authority 48 hours prior to executing the work.

Serving notice on the resident, occupier and/or owner of every property affected at least 36 hours in advance of any temporary disconnection, advising the nature, time and duration.

Excavating by hand, under the supervision of the Engineer's Representative and/or the authority involved, on the line of the trench up to 2 m, or such for the distance as may be necessary, in both directions from the indicated position to locate the exact position of the services.

Work done by service authorities:

The Contractor shall give assistance to service authorities with the location, protection, alteration and/or removal of services controlled by that authority.

Electricity cables:

The Contractors shall at all times accept that all underground and overhead cables are live and that Cape Town Municipality nor Eskom nor Telkom, in their capacity as either the Employer or the owner of the service shall not be held liable for injury or death of any person due to the live electricity cables exposed under the Contract.

#### **SD A 5.6: Pollution**

The Contractor's attention is drawn specifically to dust disturbance, due to the fact that the works takes place near an existing residential area.

*Add the following sub clause to A 5.c:*

The Contractor is responsible for dust control and is responsible for all claims which may arise from dust disturbance from the date of site handover to the date of completion of the contract. No payment will be made in respect of the above mentioned and all costs will be deemed as covered by the tendered rates.

#### **SD A5.8 Ground and access to works**

*Add to Sub clause 5.8:*

"The Contractor shall not use the Site or land connected with the Works or cut down trees or vegetation, for any purpose whatsoever other than for the proper carrying out of the Works and shall locate any facilities that may be required for the Contract on the Site in such areas as the Engineer shall stipulate."

The Contractor shall not operate outside the "working width" or construction area as defined on the drawings, and he will be held wholly responsible for any damage or nuisance caused by himself, his plant, vehicles or staff throughout the period of the Contract. Also refer to the Environmental Management Plan in Annexure B in Part C3.6.

The Contractor shall:

- a) During construction of the Works:
  - i) improve and maintain to a standard that will ensure the safe execution of the Works, any existing access roads, or roads built under this contract and required by him for the works,
  - ii) construct and maintain additional roads as necessary for his purposes to and along the working width of the channel route, to a standard required for the efficient construction of the Works,
  - iii) keep all roads and access tracks used by him watered to minimise dust. The frequency of the watering shall be at least daily when roads and tracks are used by the Contractor unless it is sufficiently damp after rain.
- b) Immediately on completion of each section of the Works:
  - i) reinstate all private roads used by him, other than those under (ii) below, to at least their original condition,

- ii) scarify all roads constructed by him for construction purposes and which are not required by the property owner or the Employer.

*Add the following new items*

**SD A 5.9: Workmen's Compensation Act**

It is a requirement of this contract that all labour employed on the site be covered by the Workmen's Compensation Act. The Contractor is to arrange a suitable method of complying with the Act including the payment of the necessary levies."

**SD A 5.10: Drawings and details**

Tender drawings shall not be used for construction purposes. Construction drawings and additional detailed information will be made available to the Contractor as and when required by him. The Contractor shall indicate on his construction program critical items/information required from the Engineer.

The originals of all Drawings and Specifications prepared by or on behalf of the Engineer shall remain in his custody and references herein to delivery to the Contractor of Drawings or specifications shall relate to true copies thereof.

The Contractor shall receive three sets of Construction Drawings, thereafter further copies and revisions will be issued in digital PDF format.

One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.

The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the Site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.

**SD A 5.11 Connections to existing live water services**

All connections to any existing live systems will be under the supervision of the relevant authority. This work may have to be done at night in order to minimise inconvenience to users. The Contractor shall supply all materials required to undertake the connections to existing services and provide any other assistance that may be required.

**A7: TESTING**

**SD A 7.4: Statistical analysis of control tests**

*Replace A 7.4 with the following:*

"Test results will not be analysed by statistical methods, and all results must comply with the minimum requirements of the materials concerned."

**A 8: MEASUREMENT AND PAYMENT**

**A 8.1: Measurement**

*Add the following sub clause to A 8.1.1:*

Free haul and Overhaul

Notwithstanding any clauses in any of the Standardized Specifications or Standard Specification Section dealing with the definition, no measurement and/or payment for overhaul will be made. All haulage will be considered to be free haul and the cost thereof will be deemed to be covered by other rates in the Bill of Quantities."

**SD A 8.2: Payment**

*Add the following new item:*

**SD A 8.2.5: Adjusted payment for time-related items**

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended:

$$\text{Sum of Tendered amounts for time-related items} \times \frac{\text{Extended Contract Period As Authorised By Variation Order}}{\text{Tender contract period}}$$

The abovementioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

**SD A 8.3.2.2(h): Dealing with water**

*Add the following to A 8.3.2.3:*

The cost of supplying and operating the equipment for dewatering of excavations and controlling of stormwater will be held to be included in the tendered sums for Items A.11 and A.29 and no separate payment will be made for this work.

The sums shall cover all costs with regard to the preventive measures that must be taken with regard to water and the repair of damaged portions of the Works, as well as all costs for supplying and operating the equipment to keep excavations dry and to control stormwater.

**SD A 8.3.2.2(i): Access**

*Add the following to A 8.3.2.3:*

In addition to the above, the tendered rates for A 8.3.2.2 (i) must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract."

**SD A 8.3.3: Other fixed charge obligations**

*Add the following to A 8.3.3:*

The cost to comply provide record drawings certified by a practitioner registered with the SA Council for geomatics will be deemed to be included under the rate tendered for this item.

**SD A 8.4.2.3: Access**

*Add the following to A 8.4.2.3:*

In addition to the above, the tendered rates for A 8.4.2.2 (i) must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract."

**SD A 8.5(a): Sums Stated Provisionally by Engineer for work done by Contractor or Selected Sub-Contractor ..... Unit: Prov Sum**

*Add the following to A 8.5(b)(i):*

"Payment will be in accordance with Clause 6.6.1.1 of the General Conditions of Contract (2015), whichever is relevant."

**SD A 8.5(b): Percentage Allowed for Supervision, Management and Co-Operation with Selected Sub-Contractor ..... Unit: %**

*Add the following to A 8.5(b)(1):*

"Payment will be in accordance with Clause 6.6.1.1 or 6.6.1.2 of the General Conditions of Contract (2015)."

Amend the penultimate sentence of Subclause 8.5 to read:

"The percentage rate for (b)(2) above shall cover the Contractor's overheads, charges and profit on the work covered by the sums provisionally stated for (b)(1) above. Payment will be made on the basis of the sums actually paid for such work, exclusive of VAT."

**SD A 8.7: Day work**

*Add the following:*

“Day work will be paid according to the percentage allowance method for items not included in a Schedule of Day work rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Civil Engineering Work, Third edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A day work schedule will be provided for filling in the necessary information. A working day will consist of 9.25 hours per day only.”

*Add the following sub-clause to A8.7:*

**SD A 8.7.1: Standing time costs**

- a) **plant** ..... **Unit: working day**
- b) **labour** ..... **Unit: working day**
- c) **other resources (to be specified by Contractor)**..... **Unit: working day**

The tendered sum for each item shall include full compensation for all standing time costs of the specified resource of whatever nature and approved by the Engineer, which are not recoverable by way of the provision made in SD A 8.2.5 for the adjusted payment of time-related items.

For purpose of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9,25 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for part of a day, will be made pro-rata in proportion to an appropriate factor assessed by the Engineer.

The amounts by which the standing time costs are adjusted shall be subject to the contract price adjustment formula as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which in the opinion of the Engineer, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control. This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labour for the time of boycott. Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of Clause 9.1 of the General Conditions of Contract (2015).

The Contractor shall take note that no payment will be considered for additional cost or time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in protecting his equipment and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

In the event that Clause 5.13.1 of the general conditions of contract becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Engineer.



**SD A 8.8.2: Accommodation of traffic... Unit: Sum**

*Add the following to A 8.8.2:*

“For all of these items the tendered rate covers all costs in respect of the supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights and flagmen that are required for the protection and safe guarding of the works (all as per the S.A. Road Traffic Signs manual) chapter 13, for making the necessary traffic arrangements and arrangements with regards to the regulations in respect of moving and/or the re-erection of existing road signs, as well as other costs that may arise during construction in respect of the traffic. No old style signs shall be permitted.”

**SD A8.8.5(b)ii: Cost of survey beacons, benchmarks, boundary pegs ..... Unit: Sum**

*Replace A 8.8.5 with the following:*

“The amount covers all costs in respect of labour, materials and equipment needed for the finding, noting and compilation of a list and protecting of pegs, all of which are described in Clause 5.1.2 of SABS 1200 A.”

**SD A 8.9: Implementation and Adherence to the Occupational Safety and Health Act..... Unit: Sum**

The tendered sum of each item shall include full compensation to cover all requirements as specified in the Health and Safety Specification – Annexure B of PART C3.6 ANNEXURES.

**SD A 8.10: Environmental Control ..... Unit: Sum**

The tendered sum of each item shall include full compensation to cover all requirements as specified in the Environmental Management Plan & Specifications – Annexure C of PART C3.6 CONSTRUCTION – ANNEXURES.

**AB: ENGINEERS OFFICE**

**AB 3: MATERIAL**

**SD AB 3.1: Name boards**

*Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".*

The name board must be erected on site, situated as specified by the Engineer. The board will be as specified on the standard detail.

**SD AB 3.3 Protective clothing**

The Contractor shall provide and replace when necessary four sets of rubber wellington boots (of sizes as required) and hard hats to members of the Engineer's site staff and his visitors.

**SD AB 3.5 Meeting Room**

The Contractor shall provide and furnish one meeting room (as scheduled) for the use of the Engineer. The meeting room shall consist of one room with a floor area of at least 12m<sup>2</sup> and a ceiling height of at least 2.5m.

The meeting room shall be weatherproof, shall have a wooden boarded floor that is at least 150mm above the ground and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock and two opening windows of glazed area at least 3m<sup>2</sup>. The meeting room shall be well ventilated and shall be so insulated as to provide comfortable working conditions. The internal furnishings of the meeting room shall include:

- One table seating 10 people
- Ten chairs
- 1x fire extinguisher
- 9000BTU air-conditioner unit
- Suitable power supply for lighting and air conditioner unit.

On completion of the Works, ownership of the buildings and their furnishings shall revert to the Contractor who shall remove them from the Site.

**SD AB 4.2 Medical facilities and safety equipment**

The Contractor shall make the first aid services and such personal safety equipment and facilities as are required in terms of SD A 4.3, available to the Engineer and his site staff.

**AB 5: CONSTRUCTION**

**SD AB 5.1: Name boards**

*Add the following to AB 5.1:*

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the positions indicated by the Engineer. Any damage to the board shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name board.

The Contractor will be permitted to erect a maximum of one of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

**Site instruction book**

Throughout the construction period the Contractor shall supply an A4 carbon triplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

**SD AB 5.2 Key personnel**

The Contractor shall inform the Engineer of the person whom he has charged with the duties with respect to the Site in terms of the Occupational Health and Safety Act and the person(s) who are in possession of a valid certificate of competency in first aid. The Contractor shall give copies of the minutes of the site safety meetings to the Engineer.

**SD AB 5.5: Survey Assistants**

*Substitute "two or more suitably educated survey labourers" in the first sentence of AB 5.5 with "two semi-skilled labourers."*

*Add the following sub-clause to Clause AB 5.:*

**SD AB 5.6: Survey Equipment**

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically; and
- d) one 5m and one 100m tape measure.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall provide proof, at the start of the contract, that an acceptable institution has recently serviced the tachometer and level.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**AB 8: PAYMENT**

**SD AB 8.2.2: Telephone, Fax machine, Photocopy machine, Survey Assistants, Equipment, etc.**

No payment will be made in respect of the above-mentioned, and all the costs concerned will be deemed covered by the unit prices for the Contractors' facilities.

**SD AB 5.7 Medical facilities and safety equipment**

The Contractor shall make the first aid services and such personal safety equipment and facilities as are required in terms of SD A 4.2 available to the Engineer and his site staff.

**C: SITE CLEARANCE**

**SD C 3: MATERIAL**

**SD C 3.1: Disposal of material**

**Substitute the first sentence of C 3.1 with the following:**

“Material obtained from clearing and grubbing, demolition of concrete structures and brickwork, dismantling of pipes and removal of any items shall be disposed of off-site at a spoil site to be identified and procured by the Contractor and approved by the Engineer. Materials qualifying for disposal on site will be spoiled where indicated by the Engineer. All transport costs shall be included in the rates tendered for site clearance.”

**SD C 5: CONSTRUCTION**

**SD C 5.1: Areas to be cleared and grubbed**

*Substitute the first sentence of C 5.1 with the following:*

Only areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the Engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Excavation for structures and pipe trenches should generally allow for a sufficiently wide strip equal to the trench width or structural area plus the estimated allowance for side slopes plus the width of stockpiled backfill and an area for placing material alongside the excavation shall be cleared of vegetation.

The vegetation cleared shall be disposed of off-site to an approved spoil site approved by the relevant authority, or used as ordered by the Engineer.

Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

*Substitute the last paragraph with the following:*

The Contractor shall program his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

**SD C 5.2.3.2: Individual trees**

*Add the following to C 5.2.3.2:*

Trees outside channel and pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

**SD C 5.3: Clearing**

*Add the following to C 5.3:*

Damages that occur to the removed fence shall be at the Contractors expense and no additional payment shall be made in this regard.

**SD C 5.9: Topsoiling**

Upon completion of construction, a 150mm thick topsoil layer from the stockpile shall be placed and watered until germination of natural seeds in the soil is achieved. Measurement and payment shall be in accordance with SD C 8.2.13.

**C 8: MEASUREMENT AND PAYMENT**

**C 8.2: SCHEDULED ITEMS**

*Add the following payment items:*

**SD C 8.2.1: Clear and Grub in:**

The clearing operation will be decided into the following sections as listed below:

**(a) Pipe Routes (4m wide) .....Unit: m**

**SD C 8.2.11: Remove from site and dispose of rubble and undesirable material at a site to be identified by the Contractor ..... Unit: m<sup>3</sup>**

The rate shall cover the cost of dismantling, demolishing of all structures and foundations, the additional costs for precautions required during the demolition and loading operations, all excavations and backfilling as required and the cost of loading, transporting and dumping of the material at a dump site to be identified by the Contractor and approved by the Engineer.

**SD C 8.2.12: Remove, stockpile and reinstate existing fencing .....Unit: m**

The rate shall cover the cost of removal and stacking of existing fencing materials, including all gates, as well as for reinstating the fence that was removed, including labour, material, concrete, etc and shall be for a complete unit. Payment shall be per linear metre of reinstated fence, complete. No additional payment will be made for the replacement of fencing material that has been damaged by the Contractor.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed after which the Engineer must give written approval for the replacement thereof and for payment, therefore. Removal of existing fences will be limited to a 6m wide strip for pipelines not in street reserves. In the cases where livestock must be contained, or security of existing properties is an issue, the rate shall also cover the cost of supplying temporary fencing to contain the animals or secure the property and allow access on a regular basis.

**SD C 8.2.13: Topsoiling from stockpile for pipeline route (4m)..... Unit: m<sup>3</sup>**

The provisions as in clause SANS 1200 D 8.3.10 shall apply to this item:

The rates shall cover all costs for the spreading, placing and levelling of a 150mm thick topsoil layer from the maintained stockpile and the watering thereof until germination of natural seeds in the soil is achieved in accordance with clause SD C 5.9.

**SD C 8.2.14: Remove from site Armorflex in existing stormwater channel from CH 920 to CH 1100 and dispose at a site to be identified by the Contractor ..... Unit: m<sup>2</sup>**

The rate shall cover the cost of excavating, removal, loading, transporting of the existing Armorflex to a dump site identified by the Contractor, and the finishing of the area to the Engineers satisfaction.

**DB: EARTHWORKS (PIPE TRENCHES)**

**SD DB 3.1: Classes of excavation**

*Add the following to DB 3.1:*

For the purposes of measurement and payment in this contract, intermediate and boulder excavation are to be classified as soft excavation, Hard Rock remains as classified in this clause.

**SD DB 3.5: Backfill Materials**

a) *Substitute "from trenches" in DB 3.5(a) with "from trenches, channels or street excavations".*

*Add the following to DB 3.5.*

b) All pipe trenches underneath the roadway must be backfilled with A3 sand compacted to 100% of the modified AASHTO maximum density. Sand is defined as non-plastic material and complies with the following sieve analysis:

	% passing
4.740 mm sieve	95% minimum
0.425 mm sieve	50% minimum
0.075 mm sieve	10% maximum

**DB 3.6: Materials for reinstatement of roads and paved areas**

**SD DB 3.6.1: Subbase and Base**

*Substitute DB 3.6.1 with the following:*

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where applicable, new material complying with the requirements of SABS 1200 MF shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SABS 1200 ME.

**SD DB 3.7: Selection**

*Add the following to sub clause DB 3.7:*

The Contractor shall deal selectively with material from general excavation. Any material that does not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

Prior to commencing with earthworks, the Contractor shall make trial holes at positions and to depths ordered by the Engineer, to determine the area containing unsuitable material that is to be spoiled. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tender rates.

**SD DB 3.8: Geotextiles for unstable trench-bottom conditions**

- The following products are acceptable: A4 Geotextile. The specific product will be chosen to suit the insitu material.
- Alternatives may be submitted to the Engineer for approval.

**DB 4: PLANT**

**SD DB 4.1: Excavation equipment**

*Add the following to DB 4.1:*

Should the Contractor use excavation equipment that will cause the trench excavation to be wider than the minimum base widths as per SD DB 5.2, the trench shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**DB 5: CONSTRUCTION**

**DB 5.1: Precautions**

**SD DB 5.1.: Stormwater, seepage and dewatering of excavations**

The Engineer may instruct the Contractor to place a layer of crushed stone bedding (150 mm minimum thickness) on the bed of the trench. If the conditions remain unstable due to the condition of the material and degree of saturation, the Engineer may instruct the Contractor to place a geotextile membrane underneath the layer of crushed stone.

After placement of the stone bedding, geotextiles must be folded over with a minimum overlap of 300mm to form a closed subsoil drain. The crushed stone bedding and geotextile will only be measured when instructed in writing by the Engineer.

**SD DB 5.1.3 Accommodation of Traffic and Access to Properties**

*Add the following to DB 5.1.3:*

Detour and road traffic signs must be in accordance with "SARTSM Chapter 13" or any amendments thereof and must be approved by the Engineer before commencement of construction.

Where steel drums are being used as barricades they must be filled with sand or soil. Rocks may not be used for this purpose or be stacked on top of drums. Drums must be white washed with danger tape put up between and tied around the drums.

**SD DB 5.2: Minimum base widths specified**

*Substitute paragraph (b) of DB 5.2 with the following:*

The minimum base width for all pipes and ducts with a diameter less than 125 mm shall be 600 mm plus the outside diameter of the pipe or duct, irrespective of the depth at which they are laid, except for subsurface drains where the width shall be 400 mm and for house water connections where the width shall be 600 mm. Bedding is required for all pipes and ducts irrespective of the diameter, except for subsurface drainpipes.

The payment for bedding, blanket and other volumetric based items will be based on the minimum base width specified above irrespective of the equipment used by the Contractor, which may result in wider trenches (Also refer to SD DB 4.1). For example, if a pipe with a 400mm outside diameter is laid the width for the calculation of the volume of the bedding, blanket and selected backfill will be 1000mm (2x 300mm + 400mm) irrespective of the equipment used for the excavation. If the wider trench necessitates wider bedding, blanket or backfill material, the costs of the extra material will be deemed to be included in the tendered rate.

**SD DB 5.4: Excavation**

*Add the following to DB 5.4:*

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**SD DB 5.5: Trench bottom**

*Substitute "90%" in the second paragraph of DB 5.5 with "93% (100% for sand)".*

**DB 5.6: Backfilling**

**SD DB 5.6.2: Material for backfilling**

*Substitute "from trench excavations" in the first paragraph for DB 5.6.2 with "from trench, channel, road reserve or other excavations on the site of works".*

*Add the following:*

All trenches underlying or adjacent to streets shall be backfilled with sand compacted to 100% of Mod AASHTO density, to the bottom of the subbase.

**SD DB 5.6.3: Disposal of Excavation Material**

*Add the following to DB 5.6.3:*

All surplus and unsuitable material shall be dumped and neatly finished off to the levels as instructed by the Engineer, at the dump site, which is to be identified by the Contractor, and agreed by the Engineer.

**DB 5.7: Compaction**

**SD DB 5.7.2: Areas subject to traffic loads**

*Add the following to DB 5.7.2:*

All pipe trenches that fall in the street reserves will be regarded as areas subject to traffic loads.

Sand backfilling shall be compacted to 100% of Mod.AASHTO density.

**DB 5: Reinstatement of surface**

**SD DB 5.9.4: Bitumen Roads: Subbase and Base**

*Add the following to DB 5.9.4:*

Any additional imported material required for the reinstatement of selected layers, subbase or base shall comply with the requirements of the relevant standardised and/or SPECIFICATION DATA for this contract.

**DB 8: MEASUREMENT AND PAYMENT**

**SD DB 8.1: Basic principles**

*Delete "along the route of the pipeline" in DB 8.1.1.*

**SD DB 8.1.2(b)** *Replace the depth increments of 1 m with 0.5 m for excavation, where applicable.*

**DB 8.2: Computation of quantities**

**SD DB 8.2.4: Shoring**

*Add the following to DB 8.2.4:*

No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation. Shoring will only be measured and paid for if written approval is given by the Engineer before it is installed.



<b>DB 8.3:</b>	<b>Scheduled items</b>
<b>SD DB 8.3.2:</b>	<b>Excavation</b>
<b>SD DB 8.3.2(a):</b>	<p><b>Trench excavation in materials, backfilling, compacting and removal of surplus material.....Unit: m</b></p> <p><i>Add the following to DB 8.3.2 (a):</i></p> <p>The depth of excavation shall be measured from the natural ground level to the invert level of the pipe. Additional excavations required for bedding of pegs must also be included in this rate.</p> <p>The rates for trench excavation must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling and compacting the material to 90% (100% for sand) of Mod AASHTO at a spoil site as described in SD DB 5.6.3. The backfill material must be compacted to 93% of Mod AASHTO (100% for sand) in all backfilling of trenches. The rate must also make provision for the requirements of SD DB 4.1 and SD DB 5.2.</p> <p>The rate shall also provide for the fact that the excavation width in sand will be wider than normal.</p> <p>The rates are to allow for excavation in the classes of material as referred to in SD DB 3.1 as well as excavation and disposal of unsuitable material from the trench bottom. There will be no extra-over payment in terms of intermediate or boulder excavation, but only for hard-rock excavation.</p>
<b>SD DB 8.3.2(b):</b>	<p><b>Extra over for excavation in:</b></p> <p><i>Add the following to DB 8.3.2 (b):</i></p> <p>In accordance with SD DB 3.1, all classes of excavation will be paid for under item SD DB 8.3.2 (a), except for hard rock that will be paid for under this item.</p> <p><b>Hard rock excavation (methods other than blasting)..... Unit: m<sup>3</sup></b></p> <p>This payment item shall be for hard rock excavation by methods other than blasting.</p>
<b>SD DB 8.3.2(d):</b>	<p><b>Excavation by hand to expose existing services ..... Unit: m<sup>3</sup></b></p> <p>The provisions of SD DB 8.3.2(a) and DB 8.3.2(b) shall apply mutatis mutandis for hand excavation.</p> <p>Payment shall only be made if so ordered by the Engineer.</p>
<b>SD DB 8.3.2(e)</b>	<p><b>Restricted excavation for pipe trenches in all materials and use for backfilling, fill or disposal .....Unit: m<sup>3</sup></b></p> <ol style="list-style-type: none"> <li>Restricted excavation will be measured and paid as an extra over ordinary excavation in cases where the workspace is insufficient to place excavated material alongside the trench, and some or all excavated material has to be temporary removed.</li> <li>Restricted excavation will only be paid when approved in writing by the Engineer.</li> <li>Restricted excavation will be measured and paid where workspace problems occur whether shoring is installed in the trench or not. Where no shoring is installed, the natural slope of the in-situ and excavated material as contained in SANS 0120 Part 5 DB 3.1.3 will be considered when determining the available space for placing the excavated material.</li> <li>Should excavated material be unsuitable as backfill material and has to be removed, then no restricted excavation will be measured and paid, but payment will be made under the item for the removal of unsuitable material.</li> <li>Measurement and payment for restricted excavation will only be made according to the nominal trench excavation and not the volume of excavated material. The rate for restricted excavation must allow for trench walls that collapse where no shoring is installed. The rate must also allow for handling excavated material twice, load, transport, off-load, temporary storage and/or stockpiling, load, transport back to the required position and off-load/placing.</li> <li>Restricted excavation will be paid according to the discretion of the Engineer in cases where there is enough space for excavated material, but not enough space to place pipe material directly next to the trench.</li> <li>No overhaul will be measured or paid and all haulage will be regarded as free haul.</li> <li>Restricted excavation will be measured according to the percentage of the nominal trench excavation that needs to be removed.</li> <li>The stipulations of Clauses DB 8.3.2(a), DB 8.3.2(b) and SD DB 8.3.2(c) shall apply mutatis mutandis.</li> </ol>

<b>SD DB 8.3.2(f)</b>	<b>Restricted hand excavation for pipe trenches in all materials and use for backfilling, fill or disposal .....</b>	<b>Unit: m<sup>3</sup></b>
	The provisions of SD DB 8.3.2(a), DB 8.3.2(b) and SD DB 8.3.2(c) shall apply mutatis mutandis for hand excavation.	
	Payment shall only be made if so ordered by the Engineer.	
<b>DB 8.3.3:</b>	<b>Excavation Ancillaries</b>	
<b>SD DB 8.3.3.3:</b>	<b>Compaction in road reserves .....</b>	<b>Unit: m<sup>3</sup></b>
	<i>Add the following to DB 8.3.3.3:</i>	
	This item is only applicable to the backfill above the bedding and fill blanket. The volume measured for payment under this item will be determined from the final finished level. No payment will be made where sand, compacted to 100% of Mod AASHTO is used for backfill. All type A3 sands will qualify as sand. This item is only payable if the compaction effort requirement is greater than that specified in SD DB 8.3.2. This item is applicable only to the pipe trenches that cross the roads or adjacent to the road.	
<b>DB 8.3.5:</b>	<b>Existing services that intersect or adjoin a pipe trench</b>	
<b>SD DB 8.3.5 (a):</b>	<b>Services that intersect a trench .....</b>	<b>Unit: No</b>
	<i>Add the following to DB 8.3.5 (a):</i>	
	Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.	
	The rate shall also allow for the cost of the following:	
	Sufficient photos of existing services being taken and handed over to the Engineer before they are being crossed if there is a possibility of a difference in opinion over the condition of those services. Reinstatement of existing services damaged by the Contractor. Reinstallation of services which were removed by the Contractor.	
<b>SD DB 8.3.5 (b):</b>	<b>Services that adjoin a trench.....</b>	<b>Unit: m</b>
	<i>Add the following to DB 8.3.5 (b):</i>	
	The unit "number" will only be used for services such as poles and trees.	
	The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.	
	No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the schedule of quantities.	
	Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the services will be determined as follows:	
	The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.	
	The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.	
	If the structure, according to the abovementioned does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer.	
	If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, of if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.	

**SD DB 8.3.6.1: Reinstatement of road surfaces, complete with all courses ..... Unit: m<sup>2</sup>**

The layer works to be allowed for under this item are as follows below. The costs of the imported material to be used in terms of SD DB 3.6.1 and SD DB 5.9.4, and for surfacing to be included in this rate are:

a) For gravel roads: 150mm G5 subbase

Should the layer works for reinstatement at certain locations be changed, on instruction by the Engineer to suit the existing, the rate will be adjusted accordingly.

The payment for reinstatement area will be based on the width (pipe diameter + 600mm) specified, irrespective of the equipment used by the Contractor which may result in wider trenches. The tender rate must include the costs of extra material needed to the step the asphalt, base course and subbase reinstatement layers with 150mm on both sides to tie-in with the existing layerworks. No additional payment will be made.

**SD DB 8.3.8: Dealing with seepage water in the trenches**

The rates for excavation must include any costs for action needed to deal with water in the excavation.

Where instructed by the Engineer, a layer of crushed stone will be put down to stabilize the trench bed. The volume will be calculated according to the length of the trench, the specified minimum width and prescribed thickness.

The tendered rate shall provide for all additional excavations, and the preparation of the trench bed to allow for the layer of stone, the removal of unsuitable material, the provision and placing of 150 mm layer of crushed stone for the prescribed width as well as any other action need to stabilize the trench.

If the Engineer instructs the use of geotextile, it will be measured per area.

The rate must include all costs for the provision and placing of material and losses for excavation that are bigger than prescribed.

a) Provision and placing of crushed stone from commercial sources ..... Unit: m<sup>3</sup>  
b) Provision and placing of geotextile ..... Unit: m<sup>2</sup>

**SD DB 8.3.9: Extra over item C.27 for stabilization of subbase with 2% cement, where instructed by the Engineer ..... Unit: m<sup>3</sup>**

The rate tendered for this item shall include ALL cost to cement stabilize the subbase used in the reinstatement of the road layer works. The unit of measurement shall be the cubic metre of stabilized material, the quantity of which shall be determined in accordance with the authorized dimensions of the layers treated or widths as instructed by the Engineer.

The tendered rate be paid as extra over the rates tendered for constructing the unstabilized layers. The tendered rate shall therefore include full compensation for spreading and mixing the stabilizing agent, curing the stabilized sections, any extra water required, and all materials, supervision, labour, plant, equipment, tools and incidentals necessary for completing the specified work. The cost shall also include the procurement and transport of the stabilizing agent (Cement) to site. The cement stabilizing will be done in restricted widths (not full reinstatement width) and the rate tendered shall make provision for this and no extra costs for stabilization will be paid.

**L: MEDIUM PRESSURE PIPELINES**

**L3: MATERIAL**

**SD L 3.1: General**

*Substitute the first sentence of L3.1 with the following:*

Types and classes of pipes shall be as specified on the drawings.

All bends, T-pieces, reducers and other fittings for uPVC pipes, excluding couplings, shall be Ductile Iron to EN 12842, fusion bonded thermoplastic coated internally and externally with Plascoat PPA 571 HES, to minimum 0.25mm coating thickness with EPDM rubber insert seal. The only exception here are pressure bends for uPVC pipes up to class 16, which must comply with the requirements of SABS 966 1976 Class 16.

All mild steel specials shall after manufacture be hot dip galvanized and coated internally and externally with Plascoat PPA 571 HES, to minimum 0.25mm coating thickness or carboline 891 (3 coats, minimum 125 microns/coat) to the manufacturers specification.

Only stainless steel bolts and nuts shall be used on all fittings such as saddles, flanges, short collar couplings, etc.

All brass fittings shall be SABS approved and manufactured from DZR brass.

Compression fittings for HDPE pipes must be in accordance with the Particular Specifications.

**SD L 3.3: C.I. Pipes, fittings and specials**

*In the second sentence:*

Change "AC pipes" to "AC or uPVC pipes"

**SD L 3.8: Jointing materials**

**SD L 3.8.1: uPVC pipes**

*Add the following to L 3.8.1:*

Cast iron fittings, valves and hydrants must be joined to AC pipes with short collar couplings. If the pipe differs from the class of the cast iron fittings, class to class adaptors shall be used and the cost shall be included in the cost of the fitting.

**SD L 3.4: Steel pipes, fittings and specials**

**SD L 3.4.3: Pipes of nominal bore over 150 mm**

*Replace L 3.4.3 with the following:*

All pipes shall be manufactured from Grade B steel and shall have a wall thickness of at least 4.5 mm. The pipes and specials are to be welded and manufactured according to the requirements of SABS 719 Grade B.

Hydraulics tests, according to SABS 719, shall be carried out on all pipes prior to dispatch from the manufacturers workshops. The welding protective painting etc. shall be inspected and tested by the SABS or an approved independent inspection company. The test certificate shall be submitted to the Engineer upon delivery of the pipes to site.

**SD L 3.8.3: Flanges and Accessories**

Change "SABS 1123 to "SABS 1123 : Table 1600/3"

**SD L 3.8.4: Loose flanges**

*Substitute the first sentence of the last paragraph of L 3.8.4 with the following:*

Bolts and nuts shall comply with the requirements of SABS 135.

**SD L 3.9.5: Joints, Bolts, Nuts and Washers**

*Substitute L 3.9.5 with the following:*

All joints, bolts, nuts and washers shall be stainless steel.

*Add the following to L 3.10*

**SD L 3.10.1: Valves**

- All gate valves shall comply with the requirements of SABS 664, shall bear the SABS mark, and shall be suitable for a working pressure of 1,6 MPa (i.e. Class 16).
- Resilient seal valves shall be used for general applications.
- Wedge gate valves shall be used for valves dividing zones.
- Valves shall have non-rising spindles and the direction for opening and closing shall be permanently engraved on the valve casing and shall open clockwise.
- Valves shall have flange ends unless shown differently on the drawings.
- Valves shall be fitted with cast iron tops, secured with retaining bolts.
- Only valves supplied with minimum thickness of 225 micron Coupon EP 2300 epoxy paint applied to all internal and external surfaces after it has been thoroughly cleaned by grit blastings to SA 2.5 finish in compliance with requirements of SIS 050900 or valves with similar approved coatings will be acceptable.
- All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3.
- Pipes shall not be tested against a closed valve.
- Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

**SD L 3.10.2: Fire Hydrants**

1. Fire hydrants shall be of the AVK type underground type and shall be suitable for a working pressure of 1,6 MPa with a 65 mm inlet.
2. The outlet shall be 65 mm dia (internal) gun-metal with London Round screw thread with cap top and securing chain. It shall open clockwise with a square spindle nut of the same size as specified for gate valves.
3. Hydrant spindles shall be provided with cast iron caps, secured with retaining bolts
4. Only hydrants supplied with minimum thickness of 225 micron Coupon EP 2300 epoxy paint applied to all internal and external surfaces after it has been thoroughly cleaned by grit blastings to SA 2.5 finish in compliance with requirements of SIS 050900 or valves with similar approved coatings will be acceptable.
5. Hydrants shall be supplied and installed complete with a flanged CI extension piece complete with stainless steel nuts and bolts to ensure depth not greater than 400mm.
6. Fire hydrants shall be bolted to flanged branches of cast-iron hydrant tees.

**SD L 3.10.3: Water meters**

**1. Volumetric (PLASTIC) 114mm Water Meter**

Complete Water Management Device (WMD) coupled with pulse output water meter contained inside the box

The Water Management Device (WMD) when coupled to any standard pulse output water meter by means of a sensor cable must be part of a metering system that includes customer user interface unit (UIU), a data collector (walk by and/or drive by).

The WMD must be capable of communication with these devices by means of Radio Frequency a range of not less than 50 m from the below ground meter box assembly.

The WMD must have a certification of conformance in terms of the following specifications: SANS 1529-9:2008 published by the National Regulator for Compulsory Specifications (NRCS) in terms of the Trade Metrology Act (No 77 of 1973).

Independent Communications Authority of South Africa (ICASA) regulations published in terms of the Telecommunications Act 104 of 1996.

The WMD unit must operate without the requirement for mains power, therefore unit must be battery operated.

## **2. General Requirements**

The entire unit must be fitted in an above ground meter box (surface) or ground level meter box. The meter box must be black virgin nylon, 410mm length x 170mm height x 270mm width. The lid must be blue.

The mechanical water meter attached to the water management device (WMD) must be metrologically Class "C".

The unit must be able to be interrogated in order to extract information, reprogrammed, and audited in-situ via a field service terminal (laptop or handheld terminal).

The unit must be compatible with the existing NRCS approved pulse output water meter in service within the Theewaterskloof Municipality area a security anti-tampering seal.

The unit must be able to function correctly in both the horizontal and vertical positions.

The unit must be compatible with a UIU (User Interface Unit).

The supplier/manufacturer must be equipped with all the necessary training on the product and must be competent to give technical and field support to faulty devices and proof thereof to be submitted in writing from the manufacturer.

Each meter to be supplied to the Municipality must be tested by a South African National Accreditation Systems (SANAS) Accredited Laboratory. Each batch to be supplied must be accompanied with Verification Report clearly indicating the Laboratory number of the Laboratory, example TWK 0123

## **3. Valve Body**

The valve body must be waterproof (equivalent to IP68 submerged, robust, chemical and UV resistant or UV stabilized as in many cases it will be fitted underground).

It shall be a plastic grade glass filled nylon reinforced to a Pn16 pressure rated. Any valves that do not conform with this requirement shall not be considered.

The valve assembly must be highly clog resistant.

During the **evaluation process** an IP 68 test will be conducted by the Theewaterskloof Municipality and units that do not comply with this requirement will be rejected and not considered further in the tendering process.

## **4. Communication Feature**

Meter information must be able to be recorded on the device for the purposes of electronic and wireless connection information update. This information shall be stored for a minimum period of 3 months. The valve settings must be able to be changed and be able to download and upload information from valve remotely through 2-way communication.

Full 2-way communication with wireless access and must be able to be easily installed in large, fully automated network.

## **5. Anti-tampering Feature**

The valve should respond to tampering and must shut automatically (not immediately) if the sensor or the seal is removed. The valve should be able to shut off at least an hour after any tampering takes place.

A built in safety mechanism for all operating system is required.

When the pulse cable has been destroyed or tampered with the device should go into a locked mode, valve closes. Software must then be able to open the valve and setup for normal mode once it has been reported.

**6. Display Function**

The unit must have a display mechanism. The display must have the following: Display daily limit consumption, battery Life, error code and alarm tampering. Time-date, tampering date and leak detection alarm must be available for download.

**7. Battery Requirements**

Batteries supplied shall only be batteries that are used for water metering applications. A letter from the manufacturers guaranteeing that the battery used in the device can be used for water metering applications must be submitted.

The battery must be in an enclosed design and shall have a minimum and maximum temp range between minus 40 degrees and plus 85 degrees Celsius.

The battery when it reaches the end of its life cycle must be able to be replaced in-situ or the unit removed and replaced in a factory environment and returned to the Municipality.

The supplier shall provide a letter from the battery manufacturer stating that the battery has a shelf life of between 6-12 years. The contention here is that the rest of the electronics should be fine whilst the replacement of the battery in such an environment will be at least 10 times more cost effective instead of having to replace the entire device with a new one when the battery fails. Should the battery fail prematurely, the entire replacement cost thereof will be for the account of the supplier.

**8. Software Specification**

Be able to configure daily opening time and duration of flow.

Be able to control full-pressure (mains) or semi-pressure (tank) systems automatically.

Be able to interrogate profile, testing and re-programming in the field using any hardware.

Must have an option for Automatic Meter Readings by radio link.

Must be able to be reprogrammed in the field or stores.

Must be able to display, daily and monthly limitation between 10 liters to 50 000 liters.

Must be able to detect individual customer leaks and tampering.

Must be able to log hourly consumption and carry over for a period not exceeding 3 months

**L 3.11: Manholes and surface boxes**

**SD L 3.11.6: Surface boxes**

*Add the following to L 3.11.6:*

The type of boxes shall be as specified on the drawings.

**L 4: PLANT**

**SD L 4.3: Testing**

*Add the following to L 4.3:*

The Contractor must ensure that the test equipment is in good order and that it is supplied with a calibration certificate upon request of the Engineer.

**L5: CONSTRUCTION**

**L 5.1: Laying**

**SD L 5.1.4.5: Double flanged distance pieces**

*Add the following to L 5.1.4.5 :*

Double flanged distance pieces of the correct length to position valves on the correct level as indicated on the drawings must be installed at hydrants. This item will not be measured separately and will be deemed to be included in the rate for hydrants.

**SD L 5.1.4.6: Crossing of major water mains with sewer and stormwater pipe**

*Add the following to L 5.1.4*

The minimum cover on water mains through erven and in road reserves is 800 mm. The cover must be a minimum of 1 000 mm at road crossing. The transition in cover from the road to the sidewalk must be carried

as specified in sub-clause 5.1.4.2 of SABS 1200L. Where water mains cross new stormwater inlet structures the cover must be a minimum of 1500 mm or as otherwise specified on the drawings.

**L 5.6: Valve and hydrant chambers**

**SD L 5.6.1: General**

*Substitute the first sentence of L 5.6.1 with the following:*

The drawings of valve and hydrant chambers which are bound into the document shall supersede the corresponding drawings in the standard specification.

**SD L 7: TESTING**

**SD L 7.3: Standard hydraulic pipe test**

**SD L 7.3.1: Test pressure and time of test**

*Add the following to L 7.3.1.1:*

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing at the cost of the Contractor.

*Substitute L 7.3.1.2 with the following:*

The test pressure for field testing shall be 1,5 times the rated maximum working pressure of the pipe e.g. class 12 uPVC pipe (1,2 MPa rated working pressure) shall be tested to 1.8 MPa.

*Substitute L 7.3.1.3 with the following:*

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipe will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

**SD L 8: MEASUREMENT AND PAYMENT**

**SD L 8.2: Scheduled items**

**SD L 8.2.1: Supply, handle, lay and bed (Class C bedding) joint as described in notes on drawing, test and disinfect pipes complete with couplings .....Unit: m**

*Add the following to L 8.2.1:*

"The tendered rates shall also include full compensation for the cost of all labour, material, Construction equipment, chemicals and overheads for the complete sterilization of the entire potable water reticulation system and the disposal of the sterilizing solution as approved by the engineer."

**SD L 8.2.3: Extra-over 8.2.1 for the supplying, fixing and bedding of hydrants, and resilient seal type valves and air valves ..... Unit: No**

*Add the following to L 8.2.3:*

Hydrants and resilient seal type valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings. Flanged distance pieces shall be included in the rate for fire hydrants and resilient seal type valves, including spindle extension pieces.

**SD L 8.2.5: Supply, and place pipes, valves and specials ..... Unit: No**

*Add the following to L 8.2.5:*

"The tendered rates shall also include full compensation for the cost of commissioning of the air valves.

**SD L 8.2.11: Anchor/Thrust blocks and pedestals complete according to detail..... Unit: m<sup>3</sup>**

*Substitute L8.2.11 with the following:*



Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions.

**SD L 8.2.13: Valve and hydrant chambers ..... Unit: No**

*Add the following to L 8.2.13:*

"The tendered rate shall be an all-inclusive rate for the complete valve and hydrant chamber as per the relevant drawing. Included in the tendered rate shall be, among other but not limited to, clear and grub, excavation, backfill, shoring, dewatering, protection of existing services, blinding, concrete, brickwork, waterstops, formwork to create smooth finish, box out holes, screed, access ladders, cover and frame, ventilation pipes, lifting hooks, finishing of structure. Measurement shall be complete unit."

**SD L 8.2.16: Concrete bollard complete to drawing 2001551/C/005 for all valves and hydrants ..... Unit: No**

The tendered rate shall be all inclusive to supply and install a concrete bollard as per the detail drawing.

**SD L 8.2.17: Locate, cut into, and connect, including all special pieces to existing watermain under the supervision of the Local Authority ..... Unit: No**

The cutting into existing mains shall be measured by the number of each type and diameter of pipe cut into.

The tendered rate shall include full compensation for all arrangement with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material, including VJ coupling (Thomas or similar approved) flanged T-piece and flange adaptor on two sides, and labour to connect the pipe.

**SD L 8.2.18: Marker posts at erf connections, complete as per detail drawing 2001551/C/004 ..... Unit: No**

The tendered rate shall allow for the following:

House connection marker post as per detail drawing

**SD L 8.2.19: Extra-over to connect existing erf connection to new erf connection ..... Unit: No**

The tendered rate shall include to locate, excavate and connect to the existing house connection and to end cap the existing connection. All labour, plant, materials, fittings (pressure couplings and end caps) and the arrangements to shut-off water for the connection period of time shall be included in the rate.

**LB: BEDDING (PIPES)**

**LB 3: MATERIALS**

**SD LB 3.1: Selected granular material**

*Substitute LB 3.1 with the following:*

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve.

**SD LB 3.2: Selected fill material**

*Substitute LB 3.2 with the following:*

The requirements of SD LB 3.1 shall apply mutatis mutandis.

**SD LB 3.3: Bedding**

*Add the following to LB 3.3:*

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except water connections which shall be classified as flexible pipes.

**SD LB 3.4.1: Suitable material available from trench excavation**

*Replace the first sentence of LB 3.4.1 with:*

Irrespective the requirements of sub-clause 3.7 of SABS 1200 DB and sub-clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

**SD LB 3.5: Bedding in waterlogged conditions**

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Engineer, comprising 13,2 mm single size stone complying with the requirements of SABS 1083 shall be used.

**LB 5: CONSTRUCTION**

**LB 5.1: General**

**SD LB 5.1.4: Compacting**

*Substitute "90% of Mod.AASTHO" in LB 5.1.4 with "93% of Mod.AASHTO (100% for sand)".*

**LB 8: MEASUREMENT AND PAYMENT**

**LB 8.1: Principles**

**SD LB 8.1.1: Supply of bedding materials measured separately**

*Add the following to LB 8.1.1:*

Payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

**SD LB 8.1.3: Volume of bedding materials**

*Add the following to LB 8.1.3:*

Where the Contractor uses plant, which will result in a width of the trench wider than the width as per SD DB 5.2, the volume of the bedding will be determined on the width (pipe diameter + 600 mm) specified and not the wider width. The rate tendered must make provision for this and no additional payment will be made.

**SD LB 8.1.4: Separate items for cradle and blanket**

*Substitute LB 8.1.4 with the following:*

Although distinction may be made as regards items for the bedding cradle and selected fill blanket, the material in both cases shall comply with the requirements for material for bedding cradle.

**SD LB 8.1.5: Disposal of displaced material**

*Add the following to LB 8.1.5:*

Excess displacement material must be disposed of at the dumping site as specified in Clause SD DB 5.6.3.

**LE:               STORMWATER DRAINAGE**

**LE 3:            MATERIALS**

**LE 3.1:         Culvert units and pipes**

*Add the following:*

Types and classes shall be as specified on the drawings.

**SD LE 3.1 (d): Skewed Ends**

*Substitute LE 3.1 (d) with the following:*

Where pipe culverts are to be constructed with a skew angle of more than 20°, the skew ends shall be cut on site.

**LE 3.4:         Manholes, catchpits and accessories**

**SD LE 3.4.3:   Manhole covers, grid inlets, etc.**

*Substitute the last sentence in LE 3.4.3 with the following:*

Covers and frames for manholes shall comply with EN124-D400 and shall be Heavy Duty ductile iron.

Side inlet catchpits will be constructed with a precast concrete cover slab with cover and frame to withstand the loading requirements of SABS for heavy duty applications.

Grid inlets shall be heavy duty ductile iron in compliance with EN124, Class B125.

**SD LE 3:        Geofabric blanket**

*Replace LE 3.5 with the following:*

The geotextile blanket shall be made of a polymer material which has been processed to achieve a homogeneous permeability. A geotextile blanket made from polyamide is not acceptable as this material is sensitive to varying temperatures and moisture absorption.

**a)    Testing**

Testing must be done in accordance with the standard test-methods approved by the Provincial Administration: Department of Roads. A copy of these methods, hereafter called Appendix A, are available for inspection at the engineer's offices.

**b)    Classification**

The geotextiles used for subsoil-drainage are classified into two grades (Grade 2 and 3) as well as four classes. The grade is mainly determined by the required tensile strength and resistance to puncture needed whereas the class determine the permeability and the equivalent opening sizes (EOS) required. Geotextiles used for protection work shall be a Grade 1 (greater tensile strength, CBR strength and better resistance to puncture) and classified as Class B.

**c)    Tensile strength**

The minimum tensile strengths per meter width for the various grades as determined by test-method 8 of appendix A are:

Grade 1:	15000 N/m
Grade 2:	10000 N/m
Grade 3:	5000 N/m

**d) Elongation at breakpoint**

The average elongation at breakpoint shall be determined according to test-method 8 of Appendix A, expressed as a percentage of the original length and presented to the Engineer for approval with respect to Grade 2 and 3. The minimum average elongation at breakpoint for Grade 1 in 50%.

**e) Resistance to puncture**

The resistance to puncture shall be determined according to test-method 9 of Appendix A and expressed as the average diameter hole formed by a 45° cone having a mass of 1 kg and dropped from a height of 500 mm above the outstretched geotextile being:

Grade 1:	14 mm maximum
Grade 2:	26 mm maximum
Grade 3:	32 mm maximum

**f) Mass**

The minimum mass for Grade 1, Class B geotextile, determined according to test-method 6 of Appendix A shall be 320 gr/m<sup>2</sup>.

**g) Porosity**

The porosity for Grade 1, Class B geotextile determined according to test-method 5 of Appendix A shall be 80% ± 10%.

**h) CBR strength or penetration joints**

The minimum tensile strength for a Grade 1 geotextile, determined according to test-method 7 of Appendix A shall be 25 000 N/m at breakpoint.

**i) Filtration**

The minimum rate of filtration determined according to test-method 11 of Appendix A, shall be 30 l/s per square meter for a constant water pressure head of 100 mm.

**j) Equivalent opening size (EOS)**

The class division according to EOS is as follows:

<u>Class</u>	<u>EOS (0<sub>95</sub>) mm</u>
A	0.02 - 0.06
B	0.06 - 0.20
C	0.20 - 0.60
D	0.60 - 0.80

**k) Chemical reaction**

The geotextile shall not show any perceptible signs of weakening after submersion in the following chemicals:

- i) an Alkaline-solution with a minimum pH of 12 at 50° C.
- ii) an Acid-solution with a pH of 3 at 50°C.

**l) Ultra-violet light**

The geotextile shall, after exposure to direct sunlight for 1500 hours, have at least 80% of the original strength.

**m) Decay**

The geotextile must be totally decay resistant and must not promote algae growth.

**SD LE 3.6: Subsurface drains**

**SD LE 3.6.1: Pipes**

*Add the following to LE 3:*

Pipes for subsurface drains shall be HDPE "Flo-pipe"(or similar approved) complying with the requirements of SABS 1601 and shall be perforated or slotted with smooth internal bore.

Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes. The arrangement of perforations and slots shall be subject to the Engineer's approval.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be unperforated uPVC pipes as specified above.

"Core-drain" pipes will not be accepted.

**SD LE 3.6.2: Geotextile blanket**

Geotextile blanket around subsurface drains shall comply with the requirements of SD LE 3.5 and shall be "A2 Geotextile" or similar approved.

**SD LE 3.6.3: Crushed stone**

Crushed stone in subsurface drains shall be 19 mm nominal size stone complying with the grading requirements of SABS 1083.

**SD LE 3.6.4 Sand backfilling**

Sand for backfilling subsurface drains shall be clean, hard, free-draining sand from approved borrow pits.

**LE 5: CONSTRUCTION**

**LE 5.1: Trench bottom**

**SD LE 5.1.3: Unsuitable founding conditions**

*Substitute "90% of MAASTHO maximum density" in LE 5.1.3 with "93% of Mod.AASHTO maximum density (100% for sand)".*

**LE 5.2: Bedding and laying**

**SD LE 5.2.2: Pipe culverts**

*Add the following to LE 5.2.2:*

All pipes shall be laid on a Class C bedding, as specified in SABS 1200 LB.

Spigot and socket pipes are to be used or as specified on the drawings.

**LE 5.5: Catchpits, manholes, inlets and outlet structures**

**SD LE 5.5.1: General**

*Add the following to LE 5.5.1:*

Manholes and inlet and outlet structures shall be constructed in accordance with the details as shown on the drawings.

Dolomite aggregate and low alkali sulphate resistant cement to SABS 471 shall be used for all concrete, mortar or screeding.

All joints to be sealed with Sika Pro 2 HP or similar approved.

All external joints between concrete rings to be wrapped with a 300mm denso tape or similar approved.

All manholes shall be watertight.

Lifting holes to be plugged with Sika Pro 2 HP or similar approved.

Maximum chimney height of 400mm will be acceptable.

**SD LE 5.5.5 Precast manholes and SD LE 5.5.7: Precast inlet and outlet structures**

*Substitute LE 5.5.5 and LE 5.5.7 with the following:*

Manholes and inlet and outlet structures shall be constructed in accordance with the details as shown on the drawings.

**SD LE 5.8 : Backfilling around Structures**

*Add the following to LE 5:*

Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200 LB Subclause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB Subclause 3.5.

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD ASSTHO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces.”

**LE 8: MEASUREMENT AND PAYMENT**

**LE 8.2: Scheduled items**

**SD LE 8.2.4: Extra-over items L 8.2.1 for cutting end units ..... Unit: No**

*Add the following to LE 8.2.4:*

Payment shall be made only for skew cuts greater than 20° at manholes, kerb inlets and outlet structures. Cuts smaller than 20° will be deemed to be included in the tendered rate.

**SD LE 8.2.14: Construct channels complete to detail drawing for:..... Unit: m**

The rate tendered for the items shall include all costs (labour, plant, materials and overhead costs) to construct the channels as indicated on the detail drawing. The rate shall include, but will not be limited to the following:

- The preparation of the area by grading it to the required level and compacting the area to 93% Mod AASHTO density
- Provision of Amorflex 140 blocks (or similar approved) laid to supplier's specification on A2 bitem or similar approved Geotextile
- Removal of all rubble and excess material on completion
- Filling of Amorflex blocks with 15 Mpa concrete

**SD LE 8.2.15: Brick up existing stormwater manhole ..... Unit: No**

The tendered rate must allow for all materials, labour and equipment to close up the end of the stormwater pipes by means of building a 115mm thick brick wall to the internal diameter of the pipe to serve as a plug.

**LF: ERF CONNECTIONS (WATER)**

**LF 2: SCOPE**

*Add the following to LF 1.1:*

This specification covers the construction of connections from the water reticulation main to 1.5m inside the boundary of the erven. It covers the pipework, fittings, meters and the marking of the connections.

**LF 3: MATERIALS**

**LF 3.1: Pipes, fittings and couplings**

**SD LF 3.1.4: Polyethylene pipes**

*Substitute the second sentence of LF 3.1.4 with the following:*

Type IV class 12 high density polyethylene pipes, with diameters as scheduled and shown on the drawings shall be used. PVC or nylon couplings and fittings similar to Plascon type shall be used.

No polycop pipe allowed only class 3 copper pipe or HDPE PE100 PN16

**SD LF 3.1.6: Ferrules**

*Substitute LF 3.1.6 with the following:*

Ferrules shall be of the screw-in type, manufactured from bronze or gunmetal and similar to "Talbot" standard pattern, in accordance with BS 1400.

**SD LF 3.4: Bedding**

*Substitute LF 3.4 with the following:*

The bedding shall be as specified in SD LB 3.1.

**SD LF 3.6: Markings and marker posts**

*Add the following to LF 3.6:*

As specified in SD LF 5.4.1.

**SD LF 3.7: Corrosion Protection**

All nuts, bolts and washers shall be cadmium-plated or stainless steel.

**LF 5: CONSTRUCTION**

**LF 5.2: Laying from main to erf**

**SD LF 5.2.2: Pipe Laying**

*Add the following to LF 5.2.2:*

Erf connection pipes shall be laid to a depth so that the top of the pipe is not less than 400 mm nor more than 800 mm below the final road surface or sidewalk level, with the provision that where construction traffic is liable to cross the connections the pipes shall have a cover of at least 800 mm.

Erf connections shall be bedded as for flexible pipes except that the selected fill blanket will not be required. The bedding thickness above and below the pipe shall be 100 mm.

Where the erf connections cross areas subject to traffic loads the trench shall be backfilled in accordance with the requirements of SD DB 3.5 and SD DB 5.7.2.



**SD LF 5.2.3: Service Connections**

**SD LF 5.2.3.1: General**

*Add the following to LF 5.2.3.1:*

The working pressure in the mains for determining the test pressure at which tests for erf connections shall be done, will be as specified in SD L 7.3.1.

**SD LF 5.4.1: Markings and Marker Posts**

*Add the following to LF 5.4.1:*

The water connection must be 1.5m inside the erf boundary and blanked off. The position of the blanked off end of the connection must be marked by means of a service marker as specified on the detail drawing with its top end painted blue and the bottom end bound to the erf connection by means of wire. The marker must project 300mm to 500mm above the finished ground level.

## **C3.5 MANAGEMENT**

### **C3.5.1 APPLICABLE SANS STANDARDS**

The provisions of these SANS 1200 take precedent over the provisions of any part of SANS 2001 that is applicable to the contract. The variations and additions to these specifications are described in the section "Applicable SANS 1200 standardised specifications."

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

SANS 1200 A	1986	General
SANS 1200 AB	1986	Engineer's Office
SANS 1200 C	1980 (as amended 1982)	Site Clearance
SANS 1200 DB	1989	Earthworks (Pipe Trenches)
SANS 1200 L	1983	Medium Pressure Pipelines
SANS 1200 LB	1983	Bedding (Pipes)
SANS 1200 LE	1982	Stormwater Drainage
SANS 1200 LF	1983	Erf Connections (Water)

### **C3.5.2 PARTICULAR / GENERIC SPECIFICATIONS**

Particular Specifications are dealt with under Part C3.4

### **C3.5.3 PLANNING AND PROGRAMMING**

#### **C3.5.3.1 Programming**

The Contractor must submit his construction programme within the time stated in the Contract Data and the Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

The programme is subject to the Engineers approval and remains so for the duration of the contract. If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

This programme shall be in the form of a sloping bar chart or other time/activity form acceptable to the Engineer. The programme shall clearly show the anticipated quantities and values of works performed each month.

The unit of measurement in respect of the time periods of activities will be a week. The programme shall reflect at least the following information:

- (i) A description of each of the major activities, which are to be carried out during the contract and the sequence in which they will be done.
- (ii) The programmed time for carrying out each activity.
- (iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.
- (iv) The critical path of activities on which final completion of the Works is dependent.
- (v) The amount of slack time for non-critical activities.

The following details shall also accompany the programme:

- i) Proposed number of working hours per day, working days per week, "pay weekends": if any and any proposed holiday or other shut down periods.
- ii) Schedule of proposed labour resources (giving a breakdown of engineers/technicians, foremen, supervisions, artisans, skilled and unskilled labour) for each major activity.
- iii) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.
- iv) Estimated cash flow programme.

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- i) expected weather conditions and their effects,
- ii) known physical conditions or artificial obstructions,
- iii) searching for, dealing with and carrying out alterations to existing services if required,
- iv) the design, testing and approval of concrete mixes,
- v) the provision and implementation of the Health and Safety Plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act,
- vi) the provision and implementation of the CEMP,
- vii) the accommodation of public access and traffic, and
- viii) attendance of management and technical meetings on site.

A network-based programme according to the precedence method shall also be provided showing the various activities in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of being notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in Clause 5.12 of the General Conditions of Contract (2015) or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and plant on site or using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract (2015).

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since this programme will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

Once approved by the Engineer in writing, this programme shall be known as the contract programme and shall be revised only as described below. Minor revisions to the contract programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer require a major revision to the contract programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Engineer within two weeks of receipt of such notification.

If a revised programme is issued, the effect on the initial critical path must be clearly indicated to the Engineer as must the steps required to be taken to ensure the completion of the contract within the stated Time of Completion.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the contract programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

#### C3.5.3.2 **Reporting**

The Contractor shall submit to the Engineer at least three working days before each monthly site meeting a monthly progress report, which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the contract programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (e.g. Reprogramming), additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant employed on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Section A: Preliminary and General

#### C3.5.4 **METHODS AND PROCEDURES**

##### C3.5.4.1 **Methods**

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

##### C3.5.4.2 **Site Instruction Book**

A triplicate book supplied by the Engineer to be used for site instructions shall at all times be kept on the site and is only for the use of the Engineer.

##### C3.5.4.3 **Site Correspondence Book**

A triplicate book supplied by the Contractor to be used for site correspondence shall at all times be kept on the site and is only for the use of the parties associated with the execution of the Works and that is represented on the monthly contractual meeting.

##### C3.5.4.4 **Dealing with Water**

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater. No additional payment will be made and it will be deemed to be included in the rates of the relevant items.

##### C3.5.4.5 **Survey Beacons**

The Engineer will provide benchmarks with levels and coordinates. The Contractor's attention is drawn to Clause 5.1.2 of SANS 1200 A. The Contractor must confirm the correctness and accuracy of the benchmarks provided before the commencement of any construction works and must confirm acceptance of the benchmarks in the site correspondence book. The Employer accepts no responsibility for incorrect benchmarks in the event that the Contractor failed to follow the above checking and acceptance procedure.

#### C3.5.4.6 **Setting out of Work**

The Engineer at the commencement of the Contract will show reference and level beacons to the Contractor and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the Engineer has certified the new values. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. The Contractor shall provide accurate control offline and level at all stages of construction.

The Engineer may check work set out by the Contractor and the Contractor at his own expense shall rectify any errors found. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

#### C3.5.4.7 **Drawings**

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.

#### C3.5.4.8 **Record Drawings**

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose. **Record drawings must be verified by a Practitioner who is registered with the South African Geomatics Council (SAGC).**

Any information in the possession of the Contractor, which is necessary for the Resident Engineer to complete his "record" drawings, must be submitted to the Resident Engineer.

The certificate of completion will only be issued once the Engineer has received the verified record drawings. No separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

#### C3.5.4.9 **Existing Services**

The positions of existing services are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information they show only the approximate positions of existing services and shall be a guide only. The Contractor's attention is drawn to Clause 5.4 of SANS 1200 A.

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- these services actually are in the approximate positions indicated.
- that these are the only services in the vicinity, and
- that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or work he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

The Authority concerned shall carry out any alternations to public services unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alternations or safeguarding of any public service.

#### C3.5.4.10 **Testing and Quality Control**

The Contractor shall supply the Engineer with a quality plan within 14 days after being appointed, showing how quality assurance will be managed on site.

The Contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications. No separate payment will be made for such testing by an approved laboratory, the costs of which will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

#### C3.5.4.11 **Certificates of Payment**

The statement to be submitted by the Contractor in terms of Clause 6.10 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.

#### C3.5.4.12 **Construction in Limited Areas**

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be

considered.

**C3.5.4.13 Spoil Material**

All spoil material shall be spoiled off-site at a site which is to be identified by the Contractor and agreed to by the Engineer.

**C3.5.4.14 Length of Trenches**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, no more than 100m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open over the builders' holidays, weekends and overnight.

Temporary pedestrian and vehicular access to properties must be maintained as far as practically possible during working hours, and **must** be ensured after working hours.

**C3.5.4.15 Samples**

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any test to ensure that the material represented by the sample conforms to the requirements of the specifications.

**C3.5.4.16 Manufacturer's Instructions**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

**C3.5.4.17 Proprietary Materials**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

**C3.5.4.18 Notices, Signs, Barricades and Advertisements**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notice, the Contractor may use signs and barricades as well as advertisements only upon approval, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The cost of the standard name board, as per the standard drawing issued, shall be included in the rates tendered for the item Schedule 1: Preliminaries of the Bill of Quantities

**C3.5.4.19 Workmanship and Quality Control**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding

the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

**C3.5.4.20 Transport of Material**

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Specification Data.

**C3.5.4.21 Liaison with Local authorities**

The Contractor will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commence. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work, which involves a local authority.

**C3.5.4.22 Format of communication**

All communication regarding the contract shall be channelled through the Engineer and / or his duly authorised representative.

**C3.5.4.23 Management meeting**

Management meetings shall be held once a month for the duration of the contract on dates and times to be agreed.

**C3.5.4.24 Normal working hours**

Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 and 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays.

**C3.5.4.25 Interference with Municipal staff and operations**

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any member of the Contractor's staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.



C3.5.5	<b>ENVIRONMENTAL MANAGEMENT ACTIONS AND PLAN</b>
C3.5.5.1	<p><b>Environmental Management Requirements</b></p> <p>Before starting work on site, the Contractor shall present to the Engineer his Environmental Management Plan for approval. He shall also appoint an Environmental Management Officer in writing and give a copy of the letter of appointment to the Employer.</p> <p>The Environmental Management Specifications are attached as <b>Annexure C</b> and must be referred to when compiling the Environmental Management Plan.</p>
C3.5.5.2	<p><b>Minimal disturbance to environment</b></p> <p>The site is situated in an area of significant environmental importance. As a result, the area must be disturbed as little as possible and environmental control measures implemented.</p> <p>The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items. Stacking of cut-down trees and vegetation on-site is not allowed, as this is a possible fire-hazard.</p>
C3.5.5.3	<p><b>Site maintenance</b></p> <p>During the progress of the work 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.</p>
C3.5.6	<b>HEALTH AND SAFETY</b>
C3.5.6.1	<p><b>Health and Safety Requirements</b></p> <p>Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan for approval. He shall also appoint a Health and Safety Officer in writing and give a copy of the letter of appointment to the Employer.</p> <p>The Health and Safety Specifications are attached as <b>Annexure B</b> and must be referred to when compiling the Health and Safety Plan.</p> <p>The Contractor is to implement measures and adhere to these conditions for the duration of the contract. The tendered rates shall be an all-inclusive sum for adhering to the Health and Safety Specification and Health and Safety Plan.</p>
C3.5.6.2	<p><b>Safety</b></p> <p>The Contractor must take the safety of the residents and their property into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.</p>
C3.5.6.3	<p><b>Access to Site by Public</b></p> <p>The Contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public. Notices prohibiting access to the site shall be clearly displayed at all access points.</p> <p>The notice shall be in English, Afrikaans and the most commonly used local language.</p>
C3.5.6.4	<p><b>Barricades and Lighting</b></p> <p>All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable Occupational Health and Safety Regulations.</p>

**I HEREBY DECLARE THAT I WILL COMPLY WITH THE SCOPE OF WORKS AND SPECIFICATIONS:**

**SIGNED:** .....

## **C3.6 Annexures**

**ANNEXURE A : DRAWINGS**

**ANNEXURE B : HEALTH AND SAFETY SPECIFICATION**

**ANNEXURE C : ENVIRONMENTAL MANAGEMENT PLAN**

**ANNEXURE D : GEOTECHNICAL REPORT**

**ANNEXURE A : DRAWINGS**

2001551/C/001	Locality Plan
2001551/C/002	Nameboard
2001551/C/003	Pipe Schedule
2001551/C/004	Service Marker at erf connection
2001551/C/005	Bollard Detail
2001551/C/006	Thrust Blocks for Bends
2001551/C/007	Thrust blocks for Tees
2001551/C/008	Water House Connection Detail
2001551/C/009	Bell Toby Detail
2001551/C/010	Fire Hydrant Detail
2001551/C/011	Typical Air Valve Chamber
2001551/C/012	Typical Scour Valve Chamber
2001551/C/100	Existing Services & Key Plan
2001551/C/101	Bulk Water Layout & Longsection (Sheet 1 of 8)
2001551/C/102	Bulk Water Layout & Longsection (Sheet 2 of 8)
2001551/C/103	Bulk Water Layout & Longsection (Sheet 3 of 8)
2001551/C/104	Bulk Water Layout & Longsection (Sheet 4 of 8)
2001551/C/105	Bulk Water Layout & Longsection (Sheet 5 of 8)
2001551/C/106	Bulk Water Layout & Longsection (Sheet 6 of 8)
2001551/C/107	Bulk Water Layout & Longsection (Sheet 7 of 8)
2001551/C/108	Bulk Water Layout & Longsection (Sheet 8 of 8)
2001551/C/109	Traffic Accommodation

**ANNEXURE B : HEALTH AND SAFETY SPECIFICATION**

**ANNEXURE C : ENVIRONMENTAL MANAGEMENT PLAN**

**ANNEXURE D : GEOTECHNICAL REPORT**