



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PROCUREMENT DOCUMENT

Issued by:

PHOKWANE Local Municipality
24 Hertzog Street
Hartswater
8570

Contact:

Name: Mr. L Jange
Telephone: 053 474 9700

Prepared by

Phethogo Consulting
122 Nelson Mandela Drive
Bloemfontein
9301

Contact:

Name: Mr. R Viljoen
Telephone: 051 448 6006


Name of tenderer:


CIDB grading and registration no:

Contact Details:

Total Bid Amount incl VAT:

Project Duration: (months)

	PHOKWANE LOCAL MUNICIPALITY	
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Contents		
Number	Heading	
THE TENDER		
Part T1: Tendering procedures		
T1.1	Invitation to tender	
T1.2	Tender data	
Part T2: Returnable documents		
T2.1	MBD Documents	
T2.2	Returnable documents	
T2.3	Returnable Schedules: Functionality	
THE CONTRACT		
Part C1: Agreements and Contract data		
C1.1	Form of offer and acceptance	
C1.2	Agreement in terms of the occupational health and safety Act, 1993 (Act No. 85 OF 1993) and construction regulations, 2014	
C1.3	Contract Data	
Part C2: Pricing data		
C2.1	Pricing instructions	
C2.2	Bills of quantities	
Part C3: Scope of work		
C3	Scope of work	
Part C4: Site Information		
C4	Site Information	
Part C5: Conditions		
C5.1	Phokwane Local Municipality tender conditions and information	
C5.2	Phokwane Local Municipality special conditions of contract	
C5.3	Phokwane Local Municipality general conditions of contract	
Part C6: Local content		
C6	Local Content	

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Phokwane Local Municipality hereby invites prospective service providers to submit tenders for the above-mentioned project.

This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Phokwane Local Municipality. Phokwane Local Municipality is not bound to accept the lowest bid or award a contract to the bidder scoring the highest points. The Municipality reserves the right to partial acceptance of one or more bids, to withdraw any invitation to tender and/or to re-advertise or to reject any tender.

The closing date for submissions is **DATE: 17 March 2023 at 12h00 pm**. Bid Documents are obtainable from the 17 February 2023.

The tender documents should be clearly marked **TENDER NO: PL11/PS/0123 – NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMPDORP)** and must be deposited in the Tender Box of the Phokwane Local Municipality at the Reception area, Ground floor, Hartswater Municipal building, 24 Hertzog Street, Hartswater.

Tender documents will be available in Phokwane Local Municipality Supply Chain Office and are downloadable at Phokwane Local Municipality website (www.phokwane.gov.za) and E-tender. R2 000.00 participation fee should be paid at the municipality cashiers and the proof to be submitted with the tender.


Enquiries on technicalities may be directed to Mr L Jange at tel. (053) 474 9700 and for supply chain matters to Mrs M Viljoen at tel. (053) 474 9700 during office hours.

Please note that faxed, e-mailed or late submission will not be accepted.

If no response is received in Thirty (30) days after the closing date, consider your BID unsuccessful.

Ms B. Mgaguli
Acting Municipal Manager

THE TENDER

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Tendering Procedures

T1.1: INVITATION TO TENDER

T1.2: TENDER DATA



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL
LINES IN MASAKENG (JAN KEMP DORP)

T1.1 INVITATION TO TENDER



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

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

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

Clause number	Tender Data
F.1.1	The employer is Phokwane Local Municipality
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - MBD Documents</p> <p>T2.2 - Returnable documents</p> <p>T2.2 - Returnable schedules: Functionality</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2... Agreement in terms of the occupational health and safety Act, 1993 (Act No. 85 OF 1993) and construction regulations, 2014</p> <p>C1.3 - Contract data</p> <p>C2.1 - Pricing instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p> <p>Part C5: Conditions</p> <p>C5.1 – Phokwane Local Municipality Tender Conditions and information.</p> <p>C5.2 – Phokwane Local Municipality Special Conditions of Contract.</p> <p>C5.3 – Phokwane Local Municipality General Conditions of Contract.</p>

F.1.3	<p>The employer's agent is:</p> <p>Name: Phethogo Consulting Engineers Address: 122 Nelson Mandela Drive Westdene Bloemfontein 9332</p> <p>Contact person: R. Viljoen Tel: 051 448 6006 Fax: 051 448 6728 E-mail: rikus@phethogo.co.za</p>
F.1.6	The competitive negotiation procedure shall not be applied.
F.1.6	No Option of the proposal procedure using the two stage-system shall be applied.
F.2.1	<p>Only tenderers who comply with and submit the following mandatory/compulsory tender requirements are eligible to submit tenders:</p> <ul style="list-style-type: none"> Fully complete and submit the compulsory MBD documents, i.e. MBD 1, MBD 2, MBD 4, MBD 6, MBD 8 and MBD 9 and returnable documents which form part of the tender document. Submit CIDB registration certificate and must have a CIDB grading of 7CE or higher. Founding Statement/ Proof of Registration as a Legal Entity(company registration certificate) Valid Original Tax Clearance (A trust, consortium or joint venture must submit consolidated Tax Clearance or tax clearance of each partner in the trust, consortium or joint venture). B-BBEE certificate obtained from accredited agencies by SANAS or registered auditors approved by IRBA (Independent Regulatory Board of Auditors) or in case Micro Enterprises, The B-BBEE certificate may be issued by registered Accountant as well. Municipal services account for the business Company Profile – CV's, References letters Proof of registration on the National Centralized Supplier Database (CSD)
F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>every member of the joint venture is registered with the CIDB;</p> <p>the lead partner has a contractor grading designation in the 7CE class of construction work; and</p> <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</p>
F.2.2	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 complies with requirements

F.2.7	There will not be a briefing session for this project
F.2.7	There will not be a briefing session for this project.
F.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Phokwane Local Municipality Municipal offices. Physical address: 24 Hertzog Street, Hartswater, Northern Cape Province Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>
F.2.13.6 F.3.5	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is 03 March 2023 @12h00 hrs
F.2.16	The tender offer validity period is 90 days.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.3.1.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
F.3.4	Tenders will be opened immediately after the closing time.
F.3.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.


F.3.11.3	<p>The procedure for evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 million, or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is between R 500 000 and R50 million.</p> <p>Financial offers from Tenderers who meet the minimum threshold for functionality will be evaluated.</p> <p>The Employer adheres to all relevant Acts, including the Black Economic Empowerment Act no. 53 of 2003, Preferential Procurement Policy Framework Act no. 5 of 2000, and Employment Equity Act no. 55 of 1998.</p> <p>Tenders shall be awarded on the basis of a principle that work shall be fairly or equitably distributed amongst Contractors/entities that have not been awarded contracts previously.</p> <p>In terms of Preferential Procurement Regulations of 2011, the 80/20 preference point system is applicable. Broad-Based Black Economic Empowerment (B- BBEE) requires that bidders submit original and valid BBEE Status-Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims. Failure to submit such a certificate will result in the bidder not qualifying for preference points for B-BBEE. The bidders must submit verification certificates that are accredited by <input type="checkbox"/> SANAS (South African National Accreditation System)</p> <p><input type="checkbox"/> IRBA (Independent Regulatory Board of Auditors).</p> <table border="1" data-bbox="268 958 1209 1350"> <thead> <tr> <th>B-BEE Status Level of Contributor</th><th>Number of Points (80/20 System)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Trust, Consortium or Joint Venture must obtain and submit a consolidated B- BBEE Status Level Verification Certificate with their bids</p>	B-BEE 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
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	<p>Eligibility for preference points is subject to the following conditions:</p> <p>Tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009;</p> <p>The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date</p> <p>Failure to submit a valid verification certificate will result in the award of 0 (zero) points for preference; In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.</p> <p>A Trust, Consortium or Joint Venture must obtain and submit a consolidated B-BBEE Status Level Verification Certificate with their bids</p>																				

F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria are as follows: The minimum number of evaluation points for functionality is 70 points																										
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F.3.13	<p>Tender offers will only be accepted if:</p> <p>the tenderer submits a valid Tax Clearance Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</p> <p>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>the tenderer or any of its directors/shareholders 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;</p> <p>the tenderer has not:</p> <ul style="list-style-type: none">• abused the Employer's Supply Chain Management System; or• failed to perform on any previous contract and has been given a written notice to this effect; <p>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 and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>																										
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.																										
	The additional conditions of tender are:																										


F.4.1	<p>Compliance with Occupational Health and Safety Act, 85 of 1993</p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 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.</p>
F.4.2	<p>Claims arising after submission of tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> Inspected the Contract Drawings and read and fully understood the Conditions of Contract. 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. 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, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby. Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract 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. Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. <p>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's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
F.4.3	<p>Imbalance in tendered rates</p> <p>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, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the tender.</p>
F.4.4	<p>Targeted labour</p> <p>It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled and unskilled employment opportunities</p>
F.4.6	<p>Community liaison officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted local labour, to represent the local community in matters concerning the use of targeted local labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Engineer and the local communities. The Community Liaison Officer (CLO) will be selected by the Ward Councillor and the Contractor.</p> <p>An amount of R 4500 per month is provisionally allowed for the Community Liaison Officer (CLO) in the schedule of quantities. The Contractor must pay the Community Liaison Officer (CLO) at the end of each month and include the amount in his progress claim for payment</p>

F.4.7	<p>Invalid tenders</p> <p>Tenders shall be considered invalid by the Bid Evaluation Committee if:</p> <ol style="list-style-type: none"> the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance the returnable document is not completed in non-erasable handwritten, or printed, ink or toner; the Form of Offer and Acceptance has not been signed with an original signature; the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable; In a two envelope system, the tenderer fails to submit a separately sealed financial offer.
F.4.8	<p>Negotiations with preferred tenderers</p> <p>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; is not to the detriment of any other tenderer; and does not lead to a higher price than the tender as submitted.</p> <p>If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p>
F.4.9	<p>General supply chain management conditions applicable to tenders</p> <p>In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:</p> <p>has furnished the Employer with that provider's:</p> <ol style="list-style-type: none"> full name; identification number or company or other registration number; and tax reference number and VAT registration number, if any. <p>has indicated whether:</p> <ol style="list-style-type: none"> the provider is in the service of the state, or has been in the service of the state in the previous twelve months; if 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; or 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. <p>has attended a compulsory site inspection, where applicable.</p> <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to: d) a person who is in the service of the state;</p> <ol style="list-style-type: none"> a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; an advisor or consultant contracted with the Employer; or a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts. <p>In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender being considered.</p>

F.4.10	<p>Combating abuse of the Supply Chain Management Policy</p> <p>In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ul style="list-style-type: none"> 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 Employer 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 Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) wilfully 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 for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector. <p>In this regard, tenderers shall complete Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender being considered</p>
F.4.11	<p>UIF payments</p> <p>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.</p>
F.4.12	<p>Requests for contract documents, or parts thereof, in electronic format</p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 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:</p> <ul style="list-style-type: none"> a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 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. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document. 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 documents as contemplated in F.2.11, shall render the tender in-responsive. 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 documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART T2-Returnable Documents

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part T2.1: MBD Documents

T2.1A: INVITATION TO BID (MBD 1)

T2.1B: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

T2.1D: DECLARATION OF INTEREST(MBD4)

**T2.1E: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION(ALL APPLICABLE TAXES INCLUDED)
(MBD 5)**

**T2.1F: PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2017(MBD 6.1)**

T2.1G: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

T2.1H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

**NEW PUMP STATION AND RELATED BULK SEWER OUTFALL
LINES IN MASAKENG (JAN KEMP DORP)**

T2.1 A INVITATION TO BID (MBD 1)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE					
BID NUMBER:	PL11/PS/0123	CLOSING DATE:	03 March 2023	CLOSING TIME:	12h00
DESCRIPTION	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
PHOKWANE LOCAL MUNICIPALITY					
RECEPTION AREA					
24 HERTZOG STREET					
HARTSWATER					
8570					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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]		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]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCIAL SERVICES				
CONTACT PERSON	MARINDA VILJOEN		CONTACT PERSON		L Jange
TELEPHONE NUMBER	053 474 9700		TELEPHONE NUMBER		053 474 9700
E-MAIL ADDRESS	marinda@phokwane.gov.za		E-MAIL ADDRESS		Jange.lubabalo@gmail.com

PART B

TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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 WWW.SARS.GOV.ZA.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO


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.

**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:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 B DECLARATION OF GOOD STANDING REGARDING TAX (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 tax obligations.

1. In order to meet this requirement, bidders are required to complete in full TCC 001 "Application for a Tax Clearance" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. A Valid Tax Clearance pin must be submitted together with the bid. Failure to submit the Tax Clearance Pin will result in the invalidation of the bid.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website, www.sars.gov.za.
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFillers through the website, www.sars.gov.za.

Name of Tenderer: Date:

Signature: Full Name of Signatory:



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 D DECLARATION OF INTEREST (MBD 4)

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity Number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) 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:	

¹ 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 or any Municipality or municipal entity;

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 entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	If yes, furnish particulars:	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish particulars:	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish particulars:	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish particulars:	
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the 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:	


Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 E 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 statement 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 noncompliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, furnish particulars:	
4	Will any portion of goods or services be sourced from outside *YES / NO the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, furnish particulars:	

CERTIFICATION


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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 F 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, BIDDERS 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).

1.2 a) 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; or

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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

1.6 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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

5. BID DECLARATION

5.1 Bidders 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 10 or 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 last 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

.....COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:


Stand Number:.....

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>
--	--

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 G 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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:		
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"/>
4.5.1	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

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.1 H CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

in response to the invitation for the bid made by:

PHOKWANE LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)


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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

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

.....
Signature	Date

.....
Position	Name of Bidder

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part T2.2: Returnable documents

T2.2 A: CENTRAL SUPPLIER DATABASE REPORT (NOT OLDER THAN 3 MONTHS FROM CLOSING DATE OF THIS TENDER)

T2.2 B: CERTIFICATE OF AUTHORITY

T2.2 C: CERTIFIED COPY OF CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR

T2.2 D: CERTIFIED COPY OF COMPANY REGISTRATION

T2.2 E: TAX PIN CERTIFICATE

T2.2 F: LATEST MUNICIPAL ACCOUNT NOT MORE THAN 90 DAYS IN ARREARS OR COPY OF VALID LEASE AGREEMENT (IF RENTING)

T2.2 G: RECORD OF ADDENDA TO TENDER DOCUMENTS

T2.2 H: QUALITY MANAGEMENT QUESTIONNAIRE

T2.2 I: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

T2.2 J: PERSONNEL FOR THE PROJECT

T2.2 K: CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

**NEW PUMP STATION AND RELATED BULK SEWER OUTFALL
LINES IN MASAKENG (JAN KEMP DORP)**

T2.2 A: CENTRAL SUPPLIER DATABASE REPORT (NOT OLDER THAN 1 MONTH FROM CLOSING DATE OF THIS TENDER)


Failure to attach this document may result in disqualification.

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 B: CERTIFICATE OF AUTHORITY

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A. Certificate for company

I,....., chairperson of the board of directors of
 , hereby confirm that by resolution of the board
 (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of
 ,was authorised to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
 . Chairman
 2.....
 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading ashereby
 authorise Mr/Mrs....., acting in the capacity of
to sign all documents in connection with this tender and any contract resulting
 from it on our behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised 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 other contract resulting from it on our behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised 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 Witness:

1.....
Signature: Sole owner


2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs..... Acting in the capacity of
....., to sign all documents in connection with this tender and any contract resulting from it on our behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

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

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 C: CERTIFIED COPY OF CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR


Failure to attach this document may result in disqualification.

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 D: CERTIFIED COPY OF COMPANY REGISTRATION


Failure to attach this document may result in disqualification.

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 E: TAX PIN CERTIFICATE


Failure to attach this document may result in disqualification.

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 F: LATEST MUNICIPAL ACCOUNT NOT MORE THAN 90 DAYS IN ARREARS OR COPY OF VALID LEASE AGREEMENT (IF RENTING)

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months at the tender closure date and in case of a lease agreement, should not have expired.
- b) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (c).
- c) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - ii. The same Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - iii. The Lessee's Entity name must appear on the Lease Agreement.
- d) Municipal Information:

Municipality where business is situated:

.....

Registered Municipal Account Number:

.....

Stand/Erf Number:

Name of Street:


Name of the Suburb:

Name of the City/Town:

Postal Code:

Name of Tenderer: Date:

Signature: Full Name of Signatory:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 G: 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:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.


Signed.....

Date

Name.....

Position.....

Tenderer

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 H: QUALITY MANAGEMENT QUESTIONNAIRE

1. Does the Tenderer have a quality management system which is certified in terms of ISO 9001 : 2000

YES	NO
-----	----

2. If “yes”, tenderer to supply and attach brief summary of structure of system.

3. If “no”, does the tenderer intend to apply for certification and by when?

YES	NO
-----	----

Signed.....

Date

Name.....

Position.....

Tenderer.....



PHOKWANE LOCAL MUNICIPALITY

TENDER NR: PL11/PS/0123

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 I: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

1.	Does your company have an updated copy of the Occupational Health and Safety Act and the relevant Regulations, (Act 85, of 1993) readily available?	YES / NO
2.	Have you and your supervisors received any training on the requirements of the Act and the relevant regulations?	YES / NO
3.	Are you, your supervisors and permanent employees aware, informed, instructed or trained in your respective legal liabilities with regard to Occupational Health and Safety Legal Liabilities?	YES / NO
4.	Do you ensure that the requirements of the Occupational Health and Safety Act are complied with by yourself and every person in your employment?	YES / NO
5.	Have you identified as far as reasonably practical all Health and Safety hazards and assessed all associated risks related to your activities and work environment?	YES / NO
6.	Do you provide for and maintain systems of work, plant and machinery that, as far as is reasonable practical, are safe and without risk to health?	YES / NO
7.	Do you have a clearly defined scope of authority for your organization, including all supervisors and employees?	YES / NO
8.	Do you have a first aid and emergency procedure or standard and trained first aid employees?	YES / NO
9.	Do you provide your employees with personal protective equipment and facilities?	YES / NO
10.	Do you assess the OH&S Performance of any potential sub- contractor?	YES / NO
11.	Who is responsible and accountable for the Occupational Health and Safety of your employees and those persons other than your employees that may be affected by your activities?	YES / NO
12.	Are records of your Workers Compensation premiums over the last year available to us upon request?	YES / NO
13.	Does your company have a Safety, Health & Environmental (SHE) policy?	YES / NO
14.	Does your company have a recognized/auditable Health and Safety management system?	YES / NO
15.	Do you have active Health and Safety Representatives & Committees in place for each project?	YES / NO
16.	Does your company conduct: a) Annual medical examinations? b) Entry and exit medical examinations?	YES / NO YES / NO

17.	Does your company keep records for the measurement of Health and Safety performance?	YES / NO
18.	Does your company set Health and Safety targets and objectives?	YES / NO
19.	Has your Health and Safety system been assessed/ audited by an independent party?	YES / NO
20.	Does your company employ permanent Health and Safety Officers and or a health and Safety Manager/Co-ordinator?	YES / NO
21.	Does your company carry out training for personnel in Health and Safety related issues pertaining to your area of capability?	YES / NO
22.	Does executive management attend health and Safety meetings and carry out executive management safety audits?	YES / NO
23.	Was a health risk assessment done to identify and evaluate health risks due to the potential exposure in conducting their work?	YES / NO

Agreement:

I declare that all information provided in the health and safety selection criteria questionnaire, are accurate and true. I do realise that the information given by me will be verified and false information will lead to automatic disqualification.


Signed.....

Date

Name.....

Position.....

Tenderer.....

	PHOKWANE LOCAL MUNICIPALITY			
	TENDER NR: PL11/PS/0123			
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)			

T2.2 J: PERSONNEL FOR THE PROJECT

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally. The Tenderer shall list below the personnel which he intends to utilise on the Works, including key personnel which may have to be brought in from outside if not available locally.


Category of employee	Number of persons			
	Personnel, part of the Contractor's organization		Personnel to be contracted if not available within the employ of the company	
# Site Agent				
# Site technicians (quality control and safety officers included)				
# Foremen				
Technicians, surveyors, etc				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				
Others:				
.....
.....

Notes: The categories marked are Key Personnel.....

SITE AGENT	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE: DATE: (of person authorised to sign on behalf of Tenderer)

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.2 K: CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- ☐ Written proof of registration with the CIDB
- ☐ Note:

1. Failure to affix such documentation as prescribed to this page shall result in this TENDER NR: **PL11/PS/0123** being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.


Signed.....

Date

Name.....

Position.....


Tenderer.....

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part T2.3: Returnable Schedules(functionality)

T2.3A: EXPERIENCE OF TENDERER (ATTACH CERTIFIED COMPLETION LETTERS)

T2.3B: EXPERIENCE OF KEY PERSONNEL (1 CV ONLY)

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)


T2.3 A: EXPERIENCE OF TENDERER

The experience of the tenderer as a company (as opposed to key staff members) in successfully completed similar works.

Tenderers shall submit **CERTIFIED COMPLETION CERTIFICATES** from the employer or employers' representatives for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert.

Attach document to this page

Name of Tender: .....Date:.....	
Signature:	Position:
Full Name of signatory:	


	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

T2.3 B EXPERIENCE OF KEY PERSONNEL


Project Manager - Attach Curriculum Vitae clearly stating the experience of the project manager

Attach document to this page


Name of Tender: .....Date:.....	
Signature:	Position:
Full Name of signatory:	

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

THE CONTRACT

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART C1-Agreements and Contract Data


	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part C1: Agreements and Contract Data

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993(ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS 2014

C1.3: CONTRACT DATA

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

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

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

THE 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.

For the Tenderer:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

.....
.....
.....
Signature and name of witness

.....
Signature

.....
Name

ACCEPTANCE

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

The terms of the contract, are contained in

- | | |
|--------|---|
| Part 1 | Agreements and Contract Data, (which includes this Agreement) |
| Part 2 | Pricing Data |
| Part 3 | Scope of Work. |
| Part 4 | Site Information and drawings and documents or parts thereof,
which may be incorporated by reference into Parts 1 to 4 above |

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

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

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

Agreement shall constitute a binding contract between the parties,

For the Employer:

.....
Signature

.....
Name

.....
Capacity

Name and address of organisation:

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

Signature and name of witness:

.....
Signature

.....
Name

Date

Schedule of Deviations Notes:

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

1. Subject

Details

2. Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

For the Employer:


.....	Signature	.....
.....	Name	.....
.....	Capacity	.....

Name and address of organisation:

Name and address of organisation:

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

.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014

THIS AGREEMENT made at on this the day of in the year..... between **PHOKWANE LOCAL MUNICIPALITY**, (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be carried out, **Erecting of High Mast lighting**, and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1 The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.

2 This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's agent requiring him to commence the execution of the Works, to either:

2.1 the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineer's agenting (hereinafter referred to as "the GCC 2015"),

2.2 as contained in the contract documents pertaining to this contract, or

2.3 the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.

3 The Principal Contractor declares himself to be conversant with the following:-

3.1 All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.

3.1.1 Section 8: General duties of employers to their employees.

3.1.2 Section 9: General duties of employers and self-employed persons to persons other than employees.

3.1.3 Section 37: Acts or omissions by employees or mandatories and

3.1.4 Sub-section 37(2) relating to the purpose and meaning of this Agreement.

3.1.5 Construction Regulations February 2014, and other safety regulations, as applicable.

3.2 The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.

4 The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.

5 The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:

6.1 The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior

written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

6.2 All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Phokwane Local Municipality as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

6.3 The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2

NAME


(IN CAPITALS) 1..... 2

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR:.....

WITNESS: 1..... 2

NAME

(IN CAPITALS) 1..... 2

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

C1.3 CONTRACT DATA

C1.4.1 Conditions of Contract

The Conditions of Contract applicable are the General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685.

C1.4.2 Contract Specific Data

The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2015 are applicable to this contract

Section 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	The Commencement Date shall be the date of which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
1.1.1.13	The Defect Liability Period is 12 calendar months , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and schedule of quantities.
1.1.1.15	"Employer" means the Phokwane Local Municipality represented by the Head of the Electrical Phokwane Local Municipality and/or such other person or persons duly authorised by the Employer in writing.
1.1.1.16	"Employer's agent" means Consulting Engineers as represented by a Director, Manager or other person duly authorised thereto by Consulting Engineers.
1.1.1.17	Add the following to the clause: Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract .
1.2.1.2	The Employer's address for receipt of communications and notices are: Phokwane Local Municipality Hartswater The addresses and telephone numbers of the representing Engineer is: Phethogo Consulting (Pty) Ltd 122 Nelson Mandela Drive, Westdene Bloemfontein 9330
1.3.2	The governing law is the law of the Republic of South Africa.
1.3.3	The language of the Contract and for written communications is English.
1.3.5	Add the following to the clause: The Contract Specific Data, Specifications (other than Standardized Specifications), Bill of Quantities and Drawings are the copyright of Phethogo Consulting (Pty) Ltd

Clause	Contract Data
3.2.3	<p>The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> 1. New Clause 3.2.3.1: "For expenditure on the Contract to exceed the Contract Price". 2. Existing Clauses: <ol style="list-style-type: none"> 3.3.1 Nomination of person as Employer's Agent's Representative. 5.7.2 Work at night as well as by day. 5.8 Non-working times. <p>Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). Reduction of penalty for delay. 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations. 6.6 Instruction to expend on Provisional and Prime Cost Sums. 6.11 Adjustment of General Items & Approval of Claims. 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.</p>
4.3.3	<p>Add the following new clause:</p> <p>"Contractors Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract."</p>
4.4.1	<p>Add the following to clause 4.4.1:</p> <p>The Contractor shall subcontract a maximum of 30% of the whole Contract to Small Medium and Micro Enterprises (SMMEs) in accordance to Preferential procurement Regulations, 2017.</p>
4.5	<p>Add the following new Sub-Clauses:</p> <p>On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> <p>The Contractor shall provide proof to the Employer's Agent of all payments effected by him. The Employer will deduct the sums advanced by the Employer, adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.3	<p>Add the following to Clause 4.11</p> <p>"Notwithstanding the wording of this Clause, on request of the Contractor, the Employer may at his sole discretion provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.1.1	<p>The year-end break commences on 18 December 2023 and ends on 5 January 2024</p>

Clause	Contract Data
5.3.1	<p>The following documentation is required before the Commencement with the Works:</p> <p>Health and Safety Plan (Clause 4.3) Initial programme (Clause 5.6) Security (Clause 6.2) Insurance (Clause 8.6) Letter of Good Standing</p>
5.3.2	<p>The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer's Agent for his approval.</p> <p>Health and Safety Plan A health and safety plan in terms of Clause 7(1) of the Construction Regulations (February 2014).</p> <p>Initial Programme An Initial Programme of work in terms of Clause 5.6. No extension of time claim will be evaluated without an approved initial programme.</p> <p>Security A guarantee from an Insurance Company to be jointly and severally bound with the for an amount equal to ten per cent (10%) of the Contract Price. The of the Guarantee shall be identical to the pro forma currently in use by the on civil engineering contracts.</p> <p>Insurance Submit copies of receipts of registration, or payment for the premiums for the following as required by the new Clause 8.6 in this Contract Data.</p> <p>Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p> <p>Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</p> <p>Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>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.</p> <p>Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p> <p>Signed sub contract agreements with EME subcontractors including full details of work package agreed on for each EME.</p>
5.4.2	<p>Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section 4: Scope of Work</p> <p>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. The Contractor shall also provide at his own cost any</p>

Clause	Contract Data
	additional facilities outside the Site required by him for the purposes of the Works.
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00.</p> <p>Non-working days are Saturdays and Sundays and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder's holidays as defined by SAFCEC.</p>
5.8.1.5	<p><u>Add the following additional Clause to Clause 5.8</u></p> <p>"The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor's account".</p>
5.12.2.2	<p><u>Add to Clause 5.12.2.2:</u></p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition.</p> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.12.2.4	<p><u>Amend the clause to read as follows:</u></p> <p>"Any disruption which is entirely beyond the Contractor's control except for internal (contractors own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.</p>
5.12.3	<p><u>Amend the clause to read as follows:</u></p> <p>"If an extension of time is granted, the Contractor shall be paid additional time-related General items in respect of plant, labour and supervision, including for special nonworking days, if applicable.</p>
5.12.5	<p><u>Add the following new sub-clause to Clause 5.12</u></p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
5.13.1	<p>The penalties for failing to complete the Works shall be as follows:</p> <p>The penalty for delay is R5 000 per day.</p>
5.16.3	The latent defect Period is one (1) years after the issue of Final Approval Certificate.

Clause	Contract Data
5.14.5.5	<p><u>Delete Clause 5.14.5.5 and replace with:</u></p> <p>"Insurance of the works shall continue until the expiration of the Defects Liability in terms of the new Clause 8.6 contained in this Contract Data."</p>
6.2.1	<p>Replace the wording "as selected" in Clause 6.2.1 with "as stated".</p> <p>The security to be provided by the Contractor for each work assignment shall be:</p> <ul style="list-style-type: none"> a performance guarantee of ten per cent (10%) of the Contract Sum, plus retention money of ten per cent (10%), amounting to five per cent (5%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. <p>The performance guarantee shall be from an approved Insurance Company or Financial Institution to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data."</p>
6.2.2	<p><u>Replace the entire contents of Clause 6.2.2 with the following:</u></p> <p>"If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C 1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."</p>
6.2.3	<p><u>Replace the entire contents of Clause 6.2.3 with the following:</u></p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion."</p>
6.8.2	<p>The application of a contract price adjustment will NOT apply to this Contract.</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials is NOT allowed. The Contractor will be required to provide full details in Part 2 of the Contract Data.</p>
6.10.1.5	<p>The percentage advance on materials net yet built into the Permanent Works is 80%.</p>
6.10.3	<p><u>Replace the entire contents of Clause 6.10.3 with the following:</u></p> <p>"Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."</p> <p>The percentage Performance Guarantee is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p><u>Amend the following clause:</u></p> <p>Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days" and "within 30 days".</p>
6.10.4	<p><u>Add the following sub-clause 6.10.4.1:</u></p> <p>"The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, together with the monthly payment certificate. Payment to the Contractor will not be processed until the EPWP reporting or any other reports as agreed to for the specific month is provided.</p>
6.10.6.2	<p><u>Replace Clause 6.10.6.2 with the following new Clause:</u></p> <p>No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.</p>

Clause	Contract Data
6.11.1.3	In line 3 of the second paragraph delete "15" and replace it with "25%".
8.6.1.3	The limit of the liability insurance required is R 5 000 000,00 .
8.6.3	<p>The Employer will pay all premiums in connection with the insurance effected by the Employer</p> <p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</p> <p>complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay — a copy shall be sent to the Employer's Agent;</p> <p>Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</p> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p>
8.6.4	Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement the loss or damage, but this provision shall not in any way affect the Contractors obligations, liabilities and responsibilities in terms of the Contract.
8.6.5	Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.
9.1.4	<p><u>Replace Clause 9.1.4 with the following:</u></p> <p>"Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date."</p>
10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

Section 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is: _____ _____
1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone : _____ Facsimile : _____ E-mail : _____ Address: _____ _____
5.12.1	The time for completing the works is .....months.

Signed at


Date

Capacity.....

Signature.....

Witness signatory (1).....

Witness signatory (2)

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

C1.4.4 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT: NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

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:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. 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 R4500.00 per month. 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:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) 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:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behavior:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) willful 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 monthly basis, on the same date as the rest of the workers on site.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) 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:

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)


PART C2-Pricing data

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART C2 Pricing Data

C2.1: PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of Clause 8 of each of the SANS 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 SANS 1200-A, General:

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm = millimetre h = hour m = metre kg = kilogram

km = kilometre

t = ton (1000 kg)

m² = square metre

No. = number

m²-pass = square metre-pass

sum = lump sum

ha = hectare

MN = meganewton

m³ = cubic metre

MN.m = meganewton-metre

m³-km = cubic metre-kilometre

P C sum = Prime Cost sum

l = litre

Prov sum = Provisional sum

kl = kilolitre

% = per cent

MPa = megapascal

kW = kilowatt

W/day= Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Scope of Works and Specifications.


Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement. Amount: The product of the quantity and the agreed rate for an item.


Lump sum: An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The prices and rates to be inserted in the Bill of Quantities are to be fully inclusive prices for the work described under the various items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, 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. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.


6. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
7. Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.
8. The short descriptions of the items of payment given in the Bill 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.
9. The quantities set out in these Bill 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 this Bill of Quantities.
10. The Contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.

	PHOKWANE LOCAL MUNICIPALITY	
	TENDER NR: PL11/PS/0123	
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)	

C2.2 BILL OF QUANTITIES

	PHOKWANE LOCAL MUNICIPALITY	
	TENDER NR: PL11/PS/0123	
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)	

PART C3-Scope of work

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART C3-SCOPE OF WORKS

CONTRACT: SCOPE OF WORKS
ITEM
C3.1 Description Of The Works C3.2 Procurement C3.3 Planning and programming C3.4 CLO and Local Economic Development C3.5 Project specifications – The Works C3.6 Project specifications – Variations and Additions to SANS C3.7 Particular specifications

C3.1 : DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to complete a previous abandoned sewer reticulation project in Masakeng, Jan Kempdorp

C3.1.2 OVERVIEW OF THE WORKS

The scope of work includes the cleaning of existing infrastructure, install new sewer lines, refurbish 1 sewer pump station and construction of 1 new sewer pump station.

C3.1.3 EXTENT OF THE WORKS

The contract covers the following:

- Cleaning out of existing manholes
- Pressure wash cleaning of existing sewer lines
- Construction of new sewer lines
- Construction of new sewer manholes
- New Sewer erf connection on existing sewer lines
- New Sewer erf connection on new sewer lines
- Refurbishment of existing sewer pump station
- New inlet screen at existing sewer pump station
- Construction of a new sewer pump station
- Refurbishment of existing sewer rising main
- Construction of a new sewer rising main
- Refurbishment of MCC
- Application for new Eskom connection
- Erecting Security Fence
- Paving

C3.1.4 LOCATION OF WORKS

Refer to part C4 for Site Information

C3.1.5 TEMPORARY WORKS

Temporary Works shall also comprise of construction site camps and construction struts and stays.

C3.2 : PROCUREMENT

The contractor shall be responsible for procurement of all materials as specified in the tender document, specifications, and bill of quantities. The procurement of materials shall be discussed with the client and engineer before ordering to ensure correct materials are procured, further to procurement that contractor shall be responsible for all installations of materials that is procured.

C3.3 : PLANNING AND PROGRAMMING

C3.6. PLANNING AND PROGRAMMING

C3.6.1.4.1 Submitted programme

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,
- d) key dates in respect of information to be provided by the Engineer and/or others,
- e) the anticipated handing over of sections of the site in phases where civil services are completed for the construction of houses by a separate contractor,
- f) predicted cash flow programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.6. GENERAL ALLOWANCES

C3.5.1.4.2 General allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) the limitation on length of open excavations as specified in SDDb5-5.

C3.6.1.5 Sequence of the works

C3.6.1.5.1 Required sequence of construction and interim dates

The Contractor will firstly in parallel commence with the following:

- a) Cleaning out of existing sewer lines and manholes in order for the Engineer to inspect.
- b) Refurbishment of existing Sewer Pump station.

Once the existing sewer lines and manholes are cleaned and invert levels has been confirmed, then the Engineer will give instruction to commence with the construction of the new sewer lines and new sewer pump station.

C3.6.1.6 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall

have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

C3.6.1.6.1 Neatness of the site

The general neatness and tidiness of the residential area, are of particular concern. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

C3.6.1.6.2 Work across farmland

No construction shall be commenced in any camp containing livestock until arrangements have been made with the owner to have them removed and they have been removed. The Contractor shall ensure that any gate opened by him is attended until it is closed.

C3.6.1.6.3 Extension of time resulting from abnormal rainfall

Extension of time will only be considered for rainfall or saturated conditions that will influence the quality of work 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:
- c) 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.
- d) 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.
- e) 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.
- f) Where a portion of a month is involved, a pro rata number of days shall be calculated.

C3.6.1.7 Quality plans and control

The Contractor shall supply the employer with a quality plan within 14 days after being appointed, showing how quality assurance will be managed on site.

C3.6.1.8 Environment

C3.6.1.8.1 Protection of the environment

C3.6.1.8.1.1 Environment management plan

The Contractor shall comply with the provisions of the Environmental Specification.

C3.6.1.8.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.6.1.8.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i) the erosion of soils and/or
 - ii) loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,

- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) take precautions to keep the risk of fire to a minimum,
- e) arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
- f) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water; and
- g) prohibit all firearms from the site and temporary camps.

C3.6.1.8.1.4 Indigenous forest

Oak, palm, yellowwood, stinkwood, blackwood, wild olive, trees, and other trees that have a high commercial value in the timber trade, are defined as "valuable indigenous trees" for the purposes of this Contract and shall not be damaged in any way. Other than as specifically directed by the Engineer, felling of valuable indigenous trees is strictly forbidden.

C3.6.1.9 Accommodation of traffic on public roads occupied by the contractor

The Contractor will initiate such process as to make the road safe for public use.

C3.6.1.10 Other contractors on site

There will be no other contractors on Site except for subcontractors appointed by the main contractor.

C3.6.1.11 Testing, completion, commissioning and correction of defects

It will be the responsibility of the contractor to correct all defects that may occur to previously completed and tested material or construction work. The site will be taken over by the employer as a whole or in phases only once all work in that phase is completed.

C3.6.1.12 Recording of weather

The Contractor will be required to keep daily records of the weather including temperatures and rainfall. These records should be made available to the engineer at every monthly site meeting.

C3.6.1.13 Format of communications

All instructions or requests should be noted in a site instruction book that will be permanently available on site.

C3.6.1.14 Key personnel

A list of all key personnel and their contact details should be made available to the engineers within 7 days after the commencement of work.

C3.6.1.15 Management meetings

Management meetings will be held at least once per month at a pre-arranged venue.

The Contractor shall make available the personnel as required to attend these meetings. All personnel attending shall have the required capacity to make decisions regarding the execution of the project.

C3.6.1.16 Daily records

Daily records will be kept by the Contractor regarding materials, plant and labour on site. These records should be made available to the Engineer on request.

C3.6.1.17 Payment certificates

Payment Certificates will be issued and processed once per month. The dates that such certificates should be submitted to the Engineer will be confirmed once construction commences.

C3.4 : CLO AND LOCAL ECONOMIC DEVELOPMENT

COMMUNITY LIAISON OFFICERS

The tenderer shall allow in his tender for the appointment of full time Community Liaison Officer for the duration of the contract. The Liaison Officer will be introduced to the successful tenderer.

Because of the fact the local labour will have to be utilized on this project, the Contractor will have to liaise with the appointed person for the necessary recruitment of labourers as well as for all other negotiations with local labourers.

UTILIZING OF LOCAL LABOUR

SKILLS REQUIRED

CLO - Community Liaison Officer

Security Officers

Labourers for house connections

Labourers for excavations

DUTIES, TASKS AND RESPONSIBILITIES

CLO- Community Liaison Officer:

- a) Act as Liaison Officer between Community, Contractor and Employer.
- b) Identify and recruit manpower.
- c) Ensure labourers obey Contractors instructions.
- d) Terminate, retrench and discipline workers when:
 - Not obeying Contractors instructions
 - Refuse to work
 - Not reporting for work without excuse
 - Misbehave, steal, drink, intimidating, etc. during working hours
- e) Settlement of disputes.
- f) Obtain way leaves.
- g) Any other reasonable instruction required by the Contractor, Project Manager or Employer.

SECURITY OFFICER:

- a) Keep close watch over all material, site yard and equipment of Contractor.
- b) Protect material and equipment. Report all incidents to the Contractor.
- c) Work 8 hours shifts as follows:
 - Shift 1: 06:00 to 14:00
 - Shift 2: 14:00 to 22:00
 - Shift 3: 22:00 to 06:00
- d) Any other reasonable instructions required by the Contractor, Project Manager or Employer.

LOCAL LABOUR:

- a) Perform and execute tasks such as:
 - Digging holes
 - Digging trenches
 - Excavations
 - Planting poles
 - Planting stays
 - b) Installation and fitting of keypads and readyboards.
 - c) Installation and connecting of Airdac cables.
 - d) Installation and fitting of kicking pipes.
- Any other reasonable instructions required by the Contractor, Project Manager or Employer

CONTRACTOR:

- a) Employ the CLO, security officers and local labour.
- b) Provide and supply all clothing, tools and materials to perform the tasks required.
- c) Manage the workforce with the assistance of the CLO to ensure that the programme to carry out the work is met.
- d) Utilize a maximum of 15 people of own employee to conduct all skilled tasks and to work as team leaders amongst the workforce, to provide training, set the standard and quality of work required and to ensure the required production rate is met.
- e) Conduct and convene meetings on a daily base to dish out work and tasks and to record progress.
- f) To ensure all safety requirements are met.
- g) Pay and remunerate the workforce on a monthly basis and record all payments with relevant signatures.

CONDITIONS OF EMPLOYMENT

- a) Obey Contractors instructions.
- b) Sign time sheets and report for work from Monday to Friday.
- c) Work overtime if required by Contractor.
- d) Working hours is 45 hours per week from 07:00 to 16:00 with 30 minutes lunch break from 12:00 to 12:30.
- e) Payment will be affected according to attendance register, with no work no pay policy.
- f) Payment will be done on the last Friday of each month at 12:00. No unemployment insurance funds will be deducted or applicable.
- g) Tax will be deducted if applicable.
- h) Payment categories:
 - CLO – R4500 per month;
 - General Labourers –The Contractor is to determine the rates and include the rates in his rates, no additional cost will be entertained and it is the contractors responsibility to determine the rates before tendering.

NOTE: Preference is given to piece work.

- i) Overtime will be paid according to time plus a third.
- j) If the required progress is not met, the Contractor will have the right to strengthen his own workforce with the approval of the Project Manager.

RESPONSIBILITY OF CONTRACTOR

It will be the responsibility of the Contractor to manage all material on site, to ensure that the installation complies with the requirements of the specification and to coordinate and supervise the manpower required for the project.

Irrespective of the manpower or subcontractors used, the Contractor will be responsible for the complete installation, all in accordance with the conditions of contract and Technical Specifications and shall provide all the plant, hand tools, etc. for execution of the works.

USING OF OWN MANPOWER

The Contractor will only be allowed to use a skeleton staff of his own. Should it prove to be impossible to identify people from the community to perform the tasks, written approval shall be obtained by the Contractor from the Engineer (after approval by the community) prior to utilizing his own manpower to complete the project. The Contractor's own personnel will be responsible for cable terminations, joints, stringing, connection of pole top boxes, testing of prepayment meters and ready boards, etc. The Contractor shall therefore use only skilled labour of his own workforce. All other labour shall be local labour

SCOPE

These Project Specifications are set out in two portions. Portion A covers the general description of the project, the facilities available and the requirements to be met. Portion B covers variations and additions to the Standardized Specifications that are applicable to this contract.

STATUS

In the event of any discrepancy between the Project Specifications and a part or parts of the Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PORTION 1: THE WORKS

PS 1 :	GENERAL DESCRIPTION	85
PS 2:	DESCRIPTION OF SITE AND ACCESS	85
PS 3 :	NATURE OF GROUND AND SUBSOIL CONDITIONS	85
PS 4 :	DETAILS OF CONTRACT	85
PS 5 :	CONSTRUCTION PROGRAMME	85
PS 6 :	SITE FACILITIES AVAILABLE	86
PS 6.1 :	Camp site	86
PS 6.2 :	Water, electricity and sewage	86
PS 7 :	SITE FACILITIES REQUIRED	86
PS 7.1 :	Facilities for the Engineer	86
PS 7.2 :	Equipment for Engineering staff	86
PS 7.3 :	Water, electricity and sewage	87
PS 7.4:	Site instruction book	87
PS 7.5:	Site correspondence book	87
PS 7.6:	Rainfall facilities	87
PS 8 :	FEATURES REQUIRING SPECIAL ATTENTION	87
PS 8.1 :	Access to properties	87
PS 8.2 :	Existing residential areas	88
PS 8.3 :	Facilities to other Contractors	88
PS 8.4 :	Contractor's vehicles	88
PS 8.5 :	Site maintenance	88
PS 8.6 :	Testing and quality control	88
PS 8.7 :	Subcontractors	89
PS 8.8 :	Existing Services	89
PS 8.9 :	Safety	89
PS 9 :	INFORMATION SUPPLIED BY EMPLOYER	89
PS 10 :	EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL	90
PS 11 :	CERTIFICATES OF PAYMENT	90
PS 12 :	CONSTRUCTION IN LIMITED AREAS	91
PS 13 :	NON-WORKING DAYS	91
PS 14 :	SPOIL MATERIAL	91
PS 15 :	DRAWINGS	91

PS 16 :	LENGTH OF TRENCHES	92
PS 17 :	SAMPLES	92
PS 18 :	MANUFACTURER'S INSTRUCTIONS	92
PS 19 :	PROPRIETARY MATERIALS	92
PS 20 :	NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS	92
PS 21 :	SETTING OUT OF WORK	93
PS 22 :	WORKMANSHIP AND QUALITY CONTROL	93
PS 23 :	TRANSPORT OF MATERIAL	94
PS 24 :	PROTECTION OF HISTORICAL WALL	94
PS 25 :	LIAISON WITH LOCAL AUTHORITIES	94
PS 26	LOCAL LABOUR AND LOCAL SUBCONTRACTORS	95
PS 26.1	Introduction	95
PS 26.2	Workload	95
PS 26.3	Assisting ABE's	95
PS 26.4	Local Labour	95
PS 26.5	Contractors Obligations	95
PS 26.6	Work Considered to be Labour Based	96
PS 27	TRAINING SCHEMES	97
PS 28	PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES	97

PS 1 : GENERAL DESCRIPTION

Refer to C3 Scope of Work

PS 2: DESCRIPTION OF SITE AND ACCESS

The site is located in the north of Excelsior and is accessible by road.

PS 3 : NATURE OF GROUND AND SUBSOIL CONDITIONS

No geotechnical test was done.

PS 4 : DETAILS OF CONTRACT

Refer to C3 Scope of Work

PS 5 : CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for any work done outside the site boundaries without the Employer's agent's approval. The Contractor himself is responsible for liaison and arrangements with the Employer's agent in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions must be taken by the Contractor, compiled electronically, indexed and handed over to the Employer's agent before construction commences. A special payment item is included for a digital photo record in the Schedule of Quantities under other fixed-charge obligations.

The Contractor shall submit a programme of work to the Employer's agent as stated in the Contract Data. This programme must take into account, and allow for phased completion of the work. The Employer's agent may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Employer's agent may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, schedule of material orders, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Employer's agent. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Employer's agent to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 5.6 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.5.1 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by 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 Employer's agent to take steps as set out in Clause 9 of the General Conditions of Contract.

The approval by the Employer's agent of a programme shall have no contractual significance other than the Employer's agent will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer's agent to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

PS 6 : SITE FACILITIES AVAILABLE

PS 6.1 : Camp site

A site will be chosen by the Contractor for his construction camp and offices and be approved by the Employer or Employer's agent.

PS 6.2 : Water, electricity and sewage

The contractor will clarify the availability of water, electricity and sewerage services in the vicinity with the Employer or Employer's agent.

PS 7 : SITE FACILITIES REQUIRED

PS 7.1 : Facilities for the Engineer

No separate office is required for the Employer's agent's representative but the Contractor must provide an office with a table, a chair and a plan cupboard in one of his offices for the exclusive use of the Employer's agent's representative. The Employer's agent's representative shall be allowed free use of the Contractor's facilities. The Employer's agent's representative shall be allowed free use of survey equipment and survey assistants to carry out control work as and when required.

PS 7.2 : Equipment for Engineering staff

The Contractor shall allow for providing the protective clothing for the engineering staff.

The contractor shall supply the Employer's agent with a Laptop of his choice.

Office facilities shall be provided by the Contractor as described in the Standard Specification.

PS 7.3 : Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 7.4: Site instruction book

A triplicate book shall be provided for the Employer's agent to be used for site instructions. It shall at all times be kept on the site.

PS 7.5: Site correspondence book

A triplicate book shall be provided for the Employer's agent to be used for correspondence. It shall at all times be kept on the site.

PS 7.6: Rainfall facilities

The contractor must set up his own rainfall gauge. The Employer or Employer's agent must approve the location and positioning of the rail gauge. A special payment item is included for a rainfall gauge in the Schedule of Quantities under other fixed-charge obligations.

PS 8 : FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

If, as a result of restricted road reserve widths and the nature of the works, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions in order to provide access to the erven and properties.

The Contractor may, with the approval of the Employer's agent, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

PS 8.2 : Existing residential areas

Access to the adjacent residential areas shall be maintained at all times, as shall access to individual houses.

Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Employer's agent's approval shall first be obtained. The affected residents shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognisance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

PS 8.3 : Facilities to other Contractors

In addition to the requirements of clause 4 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

PS 8.4 : Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 8.5 : Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 8.6 : Testing and quality control

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 independent 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.

SANS certificates shall be submitted to the Employer's agent for all materials and equipment included in the works, where applicable.

PS 8.7 : Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Employer's agent will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Employer's agent will not be involved.

PS 8.8 : Existing Services

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:

- (a) these services actually are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Employer's agent 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 Employer's agent and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise. The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

PS 8.9 : Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 9 : INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 10 : EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 5.12 of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

- V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.
- Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.
- Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.
- Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.
- Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The average rainfall record for the past 10 years at the nearest rainfall station shall be for the purposes of this Contract are taken as normal rainfall. Rn and Nn for this period shall be used and the values of X and Y are **20** and **10** respectively.

PS 11 : CERTIFICATES OF PAYMENT

The master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of

the Contractor. The first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

The first certificate will only be processed by the Employer's agent if the value of work executed exceeds 5%.

PS 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.

PS 13 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday. A three week construction break during December and January will also be regarded as non working days.

PS 14 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas approved by the Employer's agent. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 15 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Employer's agent's Representative before a certificate of completion will be issued. A special payment item is included for drawings in the Schedule of Quantities under other fixed-charge obligations.

List of "as built" information required

- (a) Exact coordinates and invert level of each sewer manhole and sewer house connection.
- (b) Exact coordinates of each valve chamber and fire hydrant. Coordinates and invert level of each erf connection (water).

Exact coordinates or chainage on the road centre line of each duct road crossing for electrical and irrigation services.

Exact coordinates and invert levels of all stormwater manholes and kerb inlets.

A Registered Land Surveyor shall be required to provide the above information.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's agent.

The Employer's agent will supply any figured dimensions which may have been omitted from the drawings.

PS 16 : LENGTH OF TRENCHES

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Employer's agent, not more than 200 m 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.

PS 17 : 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 Employer's agent reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 18 : 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 Employer's agent.

PS 19 : 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 Employer's agent.

PS 20 : 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.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Employer's agent, 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 Employer's agent 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 standard name board of the South African Association of Consulting Engineers is specified.

PS 21 : SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Employer's agent at the commencement of the Contract 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 new values have been certified by the Employer's agent. 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 Employer's agent 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 Employer's agent. 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 Employer's agent. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked at any time during or after construction by the Employer's agent and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Employer's agent for this survey work. Any assistance, including checking given to the Contractor by the Employer's agent or any setting out done by the Employer's agent 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 Employer's agent. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Employer's agent and when otherwise necessary. When required the Contractor shall, at his own expense, provide two labourers to assist the Employer's agent. The Employer's agent 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.

PS 22 : 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 Employer's agent for examination, the Contractor shall furnish the Employer's agent with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 23 : 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 project specifications.

PS 24 : PROTECTION OF HISTORICAL WALL / BUILDING

The Contractor shall make every effort to protect A historical wall or building running through the site. No unnecessary damage may be caused and no rocks may be removed.

If, in the opinion of the Employer's agent, unnecessary damage is caused by uncontrolled vehicle or plant movements, the Contractor will be fined R5000-00 for every square metre so destroyed or damaged.

PS 25 : 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 commences. 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 Employer's agent or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

PS 26 LOCAL LABOUR AND LOCAL SUBCONTRACTORS

PS 26.1 Introduction

It is envisaged that the works will be constructed by one Contractor employing local labour to construct the work applying the principles of the Expanded Public Works Programme (EPWP).

PS 26.2 Workload

The Contractor is required to execute certain components of this contract with labour-based construction methods as described in the Specifications.

PS 26.3 Assisting ABE's

The Contractor is required to assist ABE's in accordance with the Contractors proposal included in his/her tender.

PS 26.4 Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

The Contractor shall complete the form "Supervisory and Safety Personnel" in Section T2.2 Returnable Schedules and state how many non-local key personnel he intends to employ in the various categories. The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

A Community Liaison Officer (CLO) will be identified by the employer and appointed by the Contractor.

A Project Steering Committee (PSC) will be formed and consists of a Ward councillor of the affected community, 3 representatives of the affected community and the CLO. The PSC will be up to date with the details of the project and appointment of all local labour must be through the PSC.

The Contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational Injuries and Diseases Act. The minimum daily wage to be paid in accordance with the Wage Bill for the geographical area shall be as stated in the Government Gazette in terms of Wage Determination for the Civil Employer's agenting Industry.

PS 26.5 Contractors Obligations

The Contractor is to supply the Employer's agent with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

- i) Subcontract the required Works as detailed in his/her tender document;
- ii) Submit the necessary documentation to prove that he/she is subcontracting the work

- iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

the Employer reserves the right to:

- a) nullify the said contract and re-issue it to tender;
- b) nominate available local subcontractors for the required Works;
- c) deduct payment from the monthly certificates, the value of which will be calculated as follows:

X = Y - Z

X = Amount of deduction from the monthly certificate

Y = Value of the work that should have been undertaken by the subcontractor during the month

Z = Value of the work actually undertaken by the Subcontractor during the month;

(d) = Nominate agents to undertake the proposed training at the expense of the Contractor.

PS 26.6 Work Considered to be Labour Based

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

- 1) Excavation of soft/ intermediate / hard material in pipe trenches not deeper than 1,5 m if the uninterrupted trench length of soft material is greater than 50 m, and the total depth of the trench consists of soft material.
- 2) Excavation of soft/ intermediate/ hard material in all pipe trenches for erf connections with no limitations.
- 3) Preparation of pipe bedding.
- 4) Laying and jointing of all pipes with a nominal diameter smaller than 230mm:
- 5) Backfilling of all trenches with compaction excluded.
- 6) Placing of concrete for anchor blocks.
- 7) Brickwork.
- 8) Location of existing services.

Note:

The abovementioned work must either be done by local labourers employed by the Contractor or by local subcontractors. In the Schedule of Quantities, as an alternative to machine excavation, the cost of a compulsory labour based construction activity is covered by using the standard SANS 1200 payment item (where applicable). Site conditions and material present will dictate the application of labour-based trench excavation or machine excavation. A prerequisite for payment of these labour-based excavation items is that the Contractor keeps daily written records with names of labourers, tasks completed, man-hours spent and payments made.

Items excluded from labour based items:

- 1) Excavation in Boulders and rock material - Mechanical excavators and blasting allowed.
- 2) Compaction of bedding and backfilling - Rollers and plate compactors allowed.
- 3) Transport of materials LDV, dumpers and other transport equipment allowed.
- 4) Mixing of concrete - Mechanical mixers allowed.
- 5) Vibration of concrete - Vibrators compulsory.
- 6) Precast concrete manholes.

PS 27 TRAINING SCHEMES

Certain members of the Contractors staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract. An item with a provisional sum to cover the cost of training is included in the Schedule of Quantities.

The PSC will select the trainees and decide upon the specific training for each of them. The Contractor must guide PSC in this regard and make all the necessary arrangements with the training institution and the trainees, to ensure that the process runs smoothly. This training must be completed before the Contractor will receive any payments. The provisional sum in the Schedule of Quantities is to cover the fees of the training institution and the daily wage for each trainee during training. All other costs, including transport of trainees, will be borne by the Contractor and should be included in the percentage handling fee of the Contractor.

PS 28 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

The definitions for known and unknown services, as set out in Subsection 5.4 of the SANS 1200 A, are extended so that provision is made where work is to be carried out, parallel to or crossing existing electrical services.

The following procedures will apply:

1. The Contractor will in all instances submit construction drawings to the Supply and Service Authority for comments and to indicate known services. These drawings will in all instances be available on site during the construction period or in the possession of the supervisor of the construction workers.
2. The precise position of services on the terrain, with reference to the approximate position as indicated on the drawing, must be confirmed on terrain by means of tracing equipment to be supplied or arranged by the Contractor for this purpose.
3. The Contractor must thereafter, very carefully, open up services by hand on at least two places, of which the in between distances will not exceed 50 meters.
4. At any position, between any two points of the exposed service as described in 3 above, that service shall be identified as a known service if it lays within 0,5 meters of a straight line drawn between these two points.
5. If a service lays further than 0,5 meters away from a straight line drawn between the two exposed points, it shall be identified as an unknown service.
6. With reference to the approximate position of services on the drawing, the Contractor will be responsible for confirming the location of such service on terrain by means of the equipment referred to in 1.2 above, and by careful digging by hand. If the exact position of the cables cannot be determined without doubt, the Service provider should be approached for help.
7. When existing services fall within the excavation area of the new service, the Contractor will be responsible for protecting and supporting such service. During backfilling, the Contractor will ensure that the service is not damaged and repositioned at the original position and depth with the necessary bedding and marker tape.

8. Before any exposed service is backfilled, such service shall be inspected for possible damage by the terrain agent, in the presence of the Employer's agent or his/her representative. A complete record of all positions where services were exposed must be indicated on the drawing.

9. The Contractor is responsible for keeping a complete record of incidents where service (known or unknown) were damaged that includes the following:

- Date when damaged and the reason
- Date when repaired
- The extent of repairs
- The exact service position and depth indicated on the plan

10. The Employer's agent's representative must check these records. The above-mentioned record will be an annexure to the minutes of the monthly site meetings. The account for repairs done on known services will be delivered to the Contractor via the Employer's agent. The repair cost of a known service that was damaged, will be recovered from the Contractor's certificate.

SANS 1200 PSA : GENERAL

PSA 1 SCOPE

REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

(a) General

ADD THE FOLLOWING DEFINITIONS:

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

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

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "fixed charge", "time-related charge" AND "value-related charge" WITH THE FOLLOWING:

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

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

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

PSA 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS : SANS Co-ordinating Specification."

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:

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

ADD THE FOLLOWING SUBCLAUSES:

"PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer.

PSA 3.4 MATERIALS SUPPLIED BY THE EMPLOYER

Materials designated in the Contract documents to be supplied by the Employer shall not be obtained by the Contractor from any other source than from the Employer. Requisitions for materials to be supplied by the Employer shall be submitted in writing and shall be signed by the Contractor or his authorised representative and the Engineer. The Contractor or his authorised representative shall sign a receipt upon delivery of all such materials that, having been accepted by the Contractor, will be deemed to be in a sound and satisfactory condition and will thenceforth be his sole responsibility.

The onus shall be entirely on the Contractor to ensure that he accepts only sound materials from the Employer, and the Engineer is authorised to reject as unsuitable any material on the Site of the Works that, in his opinion, is unsound or defective in any way. The Contractor shall immediately remove such rejected materials from the Site of the Works and shall replace them, at his own expense, with new and sound materials to the satisfaction of the Engineer."

PSA 4 PLANT

PSA 4.2 CONTRACTOR'S OFFICES, 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 orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

PSA 5 **CONSTRUCTION**

PSA 5.4 **PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

PSA 5.4 **LOCATION AND PROTECTION OF EXISTING SERVICES**

PSA 5.4.1 **LOCATION OF EXISTING SERVICES**

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

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 occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.4.2 **PROTECTION DURING CONSTRUCTION**

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3 **ALTERATIONS AND REPAIRS TO EXISTING SERVICES**

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

A list of important telephone numbers for use when services are damaged or need to be altered is provided below:

Electricity	:	.....
Water	:	.....
Sewerage	:	.....
Traffic	:	.....

The Employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

ADD THE FOLLOWING PARAGRAPH AFTER THE FIRST PARAGRAPH:

PSA 5.5 DEALING WITH EFFLUANT

The Contractor shall properly deal with and dispose of sewer effluent in pipe lines to ensure that the Works are kept sufficiently dry for their proper execution. For this purpose he shall provide, operate and maintain in sufficient quantity such pumping equipment, auto level controls, well points, pipes and other equipment as may be necessary, and he shall also provide any sumps, furrows, coffer-dams and other temporary works as may be necessary to block and collect effluent to minimize damage, inconvenience or interference.

The Contractor shall ensure the continuous transport of effluent to the treatment works through pumps and pipework for the duration of the construction period.

ADD THE FOLLOWING SUBCLAUSES:

"PSA 5.9 SITE MEETINGS

The Contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc, but not matters concerning the day-to-day running of the Contract.

PSA 5.10 WORK ON, OVER, UNDER OR ADJACENT TO A RAILWAY LINE

All work carried out on, over, under or adjacent to a railway line shall be carried out strictly in accordance with the latest edition of Transnet's Specification E7, part 2. The Contractor shall obtain a copy of the latest edition, to be kept on the Site, before work of this nature commences.

Attention is drawn to the requirements contained in the E7 Specification regarding approval from Transnet for a work permit or occupation of Transnet property and the approval of falsework and formwork plans."

PSA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE:

"PSA 6.4 GENERAL

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

PSA 7 **TESTING**

PSA 7.1 **PRINCIPLES**

PSA 7.1.1 **CHECKING**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense to carry out the checks prescribed in the various Standardised Specifications."

PSA 7.1.2 **STANDARD OF FINISHED WORK NOT TO SPECIFICATION**

REPLACE THE WORDS "Where the Engineer's checks reveal" WITH "Where the checks by the approved laboratory reveal"

PSA 7.2 **APPROVED LABORATORIES**

ADD THE FOLLOWING:

"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed an approved laboratory."

PSA 8 **MEASUREMENT AND PAYMENT**

PSA 8.1 **MEASUREMENT**

PSA 8.1.2 **PRELIMINARY AND GENERAL ITEMS OR SECTION**

PSA 8.1.2.2 **Tendered sums**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for

- risks, costs and obligations in terms of the General Conditions of Contract and of this standardised specification, except where provision is made in these Project Specifications to cover compensation for any of these items
- head-office and site overheads and supervision
- profit and financing costs
- expenses of a general nature not specifically related to any item or items of permanent or temporary work
- providing facilities on Site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works
- providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications."

PSA 8.2 PAYMENT

PSA 8.2.1 FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

80% of the sum tendered will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the Works have been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on Site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies but excluding this second instalment, exceeds 50% of the Tender Sum.
- (c) The final payment, which is 20% of the sum, will be made when the Works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

Should the value of the measured work finally completed be more or less than the Tender Sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 53 of the General Conditions of Contract, and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the finally authorised Time for Completion."

PSA 8.2.2 TIME-RELATED ITEMS

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Subject to the provisions of Subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work as a whole.

Should the Engineer grant an extension of Time for Completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original Time for Completion of the Works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

PSA 8.3.1 FIXED PRELIMINARY AND GENERAL CHARGES..... UNIT : SUM

PSA 8.3.2 VALUE-RELATED PRELIMINARY AND GENERAL CHARGES UNIT : SUM

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.1."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE ITEMS WITH THE FOLLOWING:

"PSA 8.4.1 TIME-RELATED PRELIMINARY AND GENERAL CHARGES..... UNIT : SUM

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in Subclause PSA 8.1.2.2. Payment will be made as described in Subclause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS WITH THE FOLLOWING:

"(a) Electrical work to be executed by a Nominated Subcontractor Unit : Prov Sum

(b) Overheads, charges and profit on item (a) above Unit : %

The Provisional Sum provided in the Schedule of Quantities for electrical work executed by a Nominated Subcontractor shall be paid in accordance with Clause 48 of the General Conditions of Contract.

The percentage tendered will be paid to the Contractor on the actual amount paid to the subcontractor and shall include full compensation for all costs incurred in fulfilling his contractual role as the main Contractor."

PSA 8.6 PRIME COST ITEMS

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSA 8.6 PRIME COST SUMS:

- (a) Additional tests required by the Engineer.....Unit : PC Sum
- (b) Charge required by Contractor on subitem (a) above Unit : %
- (c) Housing for Engineer's representativeUnit : PC Sum
- (d) Charge required by Contractor on subitem (c) above Unit : %

The Prime Cost Sums provided under subitems (a) and (c) in the Schedule of Quantities will be expended in accordance with Subclause 48(2) of the General Conditions of Contract.

The tendered percentage under subitem (b) will be paid to the Contractor on the value of each payment to the approved testing laboratory, and the percentage tendered under subitem (d) will be paid to the Contractor on the value of each payment made to the Engineer.

Note in connection with subitem (a):

The Contractor is responsible for both the cost of normal testing as described in Subclause PS 8.2 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the Specifications have not been complied with."

PSA 8.7 DAYWORKS

Provisional items for Daywork are scheduled as follows:

- (a) Labour as a Provisional Sum with a percentage allowance on the net cost.
- (a) Material as a Provisional Sum with a percentage on the net cost.
- (b) The Contractor's own plant as a Provisional Sum.

Tendered unit rates or unite rates that are agreed in terms of Subclause 40(4) of the General Conditions of Contract for the Contractor's own plant used for Daywork shall cover the full cost of the use of such plant and shall therefore, in addition to the items listed in Subclause 8.7, cover the cost of plant operators, consumable stores, fual and maintenance.

- (c) Hired plant as a Provisional Sum with a percentage allowance on the net cost.

The Contractor will be paid the actual net cost of plant hire by him for Daywork and in addition will be paid a percentage allowance on net cost of such hire, which allowance will cover the Contractor's own overhead cost and profit.

PSA 8.8 TEMPORARY WORKS

REPLACE ITEM 8.8.4 WITH THE FOLLOWING:

PSA 8.8.4 LOCATION AND PROTECTION OF EXISTING SERVICES:

PSA 8.8.4.1 Provision of detecting devices for:

(a) Water and sewer pipesUnit : Sum

(b) Electrical and other cablesUnit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PSA 8.8.4.2 Hand excavation necessary for locating and exposing existing services in all material:

(a) In roadwaysUnit : m³

(b) In all other areasUnit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul will be measured and paid for under SANS 1200 DB."

REPLACE ITEM 8.8.6 WITH THE FOLLOWING:

PSA 8.8.6 Dealing with Effluent:..... Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment as specified in PSA 5.5 for as long as it is needed to complete the replacement of the sewer pipe.

ADD THE FOLLOWING ITEM:

"PSA 8.9 COMPENSATION IN TERMS OF SUBSUBCLAUSE 57(4)(b)(ii) FOR DELAYS DUE TO THE CIRCUMSTANCES DESCRIBED IN SUBCLAUSES 57(1) AND (2) OF THE GENERAL CONDITIONS OF CONTRACT, AS AMENDED.....UNIT : DAY

The unit of measurement shall be the number of working days approved by the Engineer during which the Contractor was delayed or prevented from executing the Contract. In the event of delays for part of a working day only, such fractions of a working day shall be added to calculate the total delay.

Payment at the tendered rate shall be in full and final compensation for delays due to the circumstances described in Subclauses 57(1) and (2).

No payment will be made under this payment item after expiry of the official completion date."

"PSA 8.12 MISCELLANEOUS ITEMS.....

Any item which, in the payment clause column of the Schedule of Quantities, refers to this clause (PSA8-12), will be measured in the unit scheduled.

The sum or rate of such item shall cover the cost of all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

PROJECT SPECIFICATIONS - PORTION 2 : VARIATIONS AND ADDITIONS

SANS 1200 PSC: SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 PRESERVATION OF TREES

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R100,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 5.6 DEALING WITH WATER

Irrespective of the method used to deal with water the Contractor must provide all plant, labour, material, etc. and running cost to deal with excess water.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2.1 CLEAR AND GRUB

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or, "

ADD THE FOLLOWING ITEMS:

PSC 8.2.11 TAKE DOWN AND RE-ERECT EXISTING FENCES..... UNIT : M

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of

temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

**PSC 8.2.12 REMOVE TOPSOIL TO SPOIL SITE FURNISHED
BY CONTRACTOR.....UNIT : M³**

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to spoil sites furnished by the Contractor."

PSC 8.2.13 PAYMENT: DEALING WITH WATER..... UNIT : M³

The unit rate shall cover the cost of all labour and plant required to remove the water as prescribed in PSC 5.6.

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"PSD 2.1.2 : Any of the other SANS 1200 Specifications may form part of the Contract Documents."

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material : Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density : The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb) : The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose."

ADD THE FOLLOWING DEFINITIONS:

"Fill : An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material) : Material used for the construction of an embankment or terrace.

Roadbed : The natural in situ material on which the fill, or in the absence of fill, the pavement layers, are constructed."

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PSD 3.1.1 METHOD OF CLASSIFYING

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

PSD 3.1.2 CLASSES OF EXCAVATION

- a) Soft excavation: *REPLACE THE FOLLOWING WORDING “back – acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width” WITH THE FOLLOWING “an excavator of mass approximately 30 t”:*
- b) Intermediate excavation: *REPLACE THE FOLLOWING WORDING “back – acting excavator of flywheel power approximately 0,10kW per millimetre of tined-bucket width” WITH THE FOLLOWING “an excavator of mass approximately 30 t”, AND ADD THE FOLLOWING WORDING “the use of a “rock bucket” or the use of a hydraulic hammer“*

PSD 3.2.3 MATERIAL SUITABLE FOR BACKFILL OR FILL AGAINST STRUCTURES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"PSD 3.3.3 SELECTION IN BORROW PITS AND EXCAVATIONS

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 SAFETY

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures, and for other purposes where explosives are normally required, subject to the following conditions:

- (a) The Engineer may prohibit the use of explosives in cases where, in his opinion, the risk of injury to persons or damage to property or to adjoining structures is too high. Such action by the Engineer does not entitle the Contractor to additional payment for having to resort to less economical methods of construction.
- (b) The Engineer's prior written approval shall be obtained for each and every blasting operation. This approval may be withheld if the Contractor does not use explosives responsibly and carefully.
- (c) The requirements of the Explosives Act, Act 6 of 1956, and the requirements of the Inspector of Explosives shall be complied with.
- (d) Before blasting is undertaken, the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure the buildings, houses or structures in the vicinity of the proposed blasting site and establish and record, together with the owner, lessee or occupier, the extent of any existing cracking or damage before the commencement of blasting operations. It shall be the responsibility of the Contractor to pay for further damage to such houses, buildings or structures due to the blasting.

- (e) When there is a possibility of damage to power and telephone lines or any other property, the Contractor shall adapt his method of blasting and the size of the charges and shall use adequate protective measures, eg cover-blasting, to reduce the risk of damage.
- (f) All accidents, injury to persons and damage to property shall be reported to the Engineer in detail and in writing as soon as is practicable.

- (a) The Engineer shall be given 24 hours' notice by the Contractor before each blasting operation is carried out."

PSD 5.1.3 STORMWATER AND GROUNDWATER

ADD THE FOLLOWING:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the Works."

PSD 5.1.5 REINSTATEMENT AND MAINTENANCE OF ROADS

ADD THE FOLLOWING:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in Subclause 5.9 of SANS 1200 DB."

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 EXCAVATION

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

"When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. In general, payment will be made for a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer."

REPLACE THE CONTENTS OF PARAGRAPH (e) WITH THE FOLLOWING:

Where excavations for structures have been carried out in hard material, the Engineer may direct the over-excavation to be replaced with mass concrete Grade 15/20mm.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.3 Disposal

ADD THE FOLLOWING:

"The Contractor shall provide the necessary spoil sites, shall make the necessary arrangements with the owner of the site where the material is disposed of, and shall make provision in his rates for all charges in this regard and for transporting the material regardless of the distance involved."

ADD THE FOLLOWING SUBCLAUSES:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for that purpose or should be used for that purpose. The Contractor shall select suitable material from that source, discard unsuitable material and reserve material for other purposes as necessary. When required and as ordered by the Engineer, material shall be stockpiled for later use.

PSD 5.2.2.5 Commercial source

For the purposes of this Specification, a commercial source shall mean a source for material provided by the Contractor, not the Employer.

When the Specifications stipulate materials to be obtained from commercial sources, the Contractor shall include in his prices for finding a source of suitable material, for making arrangements with the owner of the source for procuring the material, for the payment of royalties, charges or damages, and for transporting the material to the Site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment shall apply for excavating in intermediate, hard or boulder material."

PSD 5.2.5 TRANSPORT FOR EARTHWORKS

ADD THE FOLLOWING SUBCLAUSE:

"PSD 5.2.5.3 Special cases relating to overhaul

- (a) When material is excavated, stockpiled and reloaded and transported to its point of final use, free-haul shall apply twice, firstly from the point of excavation to stockpile and secondly from stockpile to the point of final use.
- (b) When material is to be spoiled on a site situated outside the Site of the Works, which site has to be provided by the Contractor, or otherwise disposed of at the Contractor's initiative, the extra-over rate (see item PSD 8.3.14) for cut to spoil or excavate and spoil shall include full compensation for the haul entailed by this operation and no overhaul shall apply."

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor shall arrange with the approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the Specifications and shall submit the results of these tests to the Engineer in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 SITE PREPARATION

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where Site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply."

PSD 8.3.3 RESTRICTED EXCAVATION

ADD THE FOLLOWING SUBSUBITEM:

"(c) Extra over subitem 8.3.3 (a) for hand excavation..... Unit : m³

This item shall apply to hand excavation ordered by the Engineer or when the Engineer considers that, owing to circumstances, excavation by mechanical excavators is not practicable. It shall not apply to hand excavation for trimming or finishing an excavation made by mechanical means.

The tendered rate shall include full compensation for the additional cost of excavating by means of hand tools."

PSD 8.3.6 OVERHAUL

ADD THE FOLLOWING:

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed by other means employed by the Contractor."

PSD 8.3.8 EXISTING SERVICES

PSD 8.3.8.1 Location

REPLACE THE CONTENTS WITH THE FOLLOWING:

"Item PSA 8.8.4 of SANS 1200 A, as amended, shall apply."

PSD 8.3.10 TOPSOILING

CHANGE THE UNIT TO "m³" AND REPLACE THE CONTENTS OF THIS ITEM WITH THE FOLLOWING:

"The unit of measurement shall be the cubic metre and the quantity shall be calculated from the authorised dimensions.

The tendered rate shall include loading of the topsoil from stockpiles, transporting it for the free-haul distance, and off-loading, spreading, shaping and lightly compacting the topsoil."

ADD THE FOLLOWING ITEM:

PSD 8.3.14 EXTRA OVER ITEMS 8.3.2 AND PSD 8.3.3 FOR DISPOSING OF SPOIL MATERIAL ON A SITE PROVIDED BY THE CONTRACTOR UNIT : M³

The tendered rate shall include full compensation for the additional cost of providing a spoil site or other means of disposing of surplus spoil material, for transporting the material regardless of the distance involved, for acceptance charges for such material and for all other incidental costs to dispose of the spoil material. No overhaul shall apply."

SANS 1200 PSDB : EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.5 BACKFILL MATERIALS

ADD THE FOLLOWING PARAGRAPHS:

"(c) Cement-stabilised backfilling

Backfilling shall be stabilised with 5% cement where directed by the Engineer. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

(d) Soilcrete backfilling

The aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to acquire a consistency that allows the mixture to be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.7 SELECTION

REPLACE THE WORDS "if he so wishes" IN THE FIRST LINE OF THE SECOND PARAGRAPH WITH THE WORDS "at his own cost".

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.3 ACCOMMODATION OF TRAFFIC AND ACCESS TO PROPERTIES

ADD THE FOLLOWING TO ITEM (b):

"The Contractor shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 20 of the General Conditions of Contract. The Contractor shall at all times, wherever possible, keep open and maintain all existing roads on or about the Site that may be affected by his operations in connection with the Contract, and he shall construct and maintain, to the satisfaction of the Engineer, temporary access roads and steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties. Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides.

On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Full compensation for providing access to properties, excluding temporary access bridges, shall be included in the rate tendered for item PSDB 8.3.7. Temporary access bridges shall be measured and paid for under items PSDB 8.3.11 and PSDB 8.3.12."

ADD THE FOLLOWING SUBCLAUSE:

"PSDB 5.1.5 EXISTING PIPELINES

The existing pipes that have to be removed shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation. The excavation width shall comply with Subclause 8.2.3.

The pipes shall be removed from the trench in a manner approved by the Engineer, and brought to the surface for inspection by the Engineer.

Pipes that are declared suitable for re-use shall be cleaned and either delivered to the Employer's stores or carefully stacked on a prepared site pointed out by the Engineer.

Pipes declared unfit for re-use shall be disposed of as determined by the Engineer."

PSDB 5.2 MINIMUM BASE WIDTHS

REPLACE PARAGRAPH (a) WITH THE FOLLOWING:

"Where two pipes are placed in the same trench, they shall be 300 mm apart and the specified side allowance shall still be applicable."

ADD THE FOLLOWING AFTER PARAGRAPH (b):

"The above is not applicable to trenches for subsurface drains.

Trenches for subsurface drains shall be excavated to the dimensions and gradients shown on the drawings or directed by the Engineer.

The specified width of trenches and the width of the excavation measured for payment shall not be less than 0,5 m, but the Contractor may reduce the actual width with the Engineer's permission."

PSDB 5.4 EXCAVATION

ADD THE FOLLOWING:

"Trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm."

PSDB 5.6 BACKFILL

PSDB 5.6.3 DISPOSAL OF SOFT EXCAVATION MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Surplus excavated material from the trench shall be used as fill if suitable or shall be disposed of at an approved site provided by the Contractor."

PSDB 5.7 COMPACTION

ADD THE FOLLOWING:

"Where pipelines cross existing gravel roads, backfilling shall be carried out as specified in Subclause 5.7.2 and payment therefor will be made under subitem 8.3.3.3."

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 EXCAVATION:

(b) Extra over item (a) above for:

Excavation will be classified either as "Soft" or "Hard" excavation. All excavation that can be achieved using an excavator, TLB or similar plant will be classified as 'Soft' excavation. Where it is necessary to employ pneumatic hammer excavation, either by means of hand pneumatic hammers or mounted on an excavator, blasting or other means, that excavation will be classification as "Hard" excavation.

ADD THE FOLLOWING SUBITEMS:

"(3) Hand excavation and backfill where ordered
by the Engineer..... Unit : m³

(4) Backfill stabilised with 5% cement where
directed by the Engineer Unit : m3

(5) Soilcrete backfill where directed by the
Engineer Unit : m3

The tendered rate for subitem (4) shall include full compensation for supplying the cement and for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density.

The tendered rate for subitem (5) shall include full compensation for supplying the cement and for selecting, mixing and placing the soilcrete as well as for the cost of shuttering if required."

ADD THE FOLLOWING SUBITEMS AFTER SUBITEM 8.3.2(c):

(d) Excavate for stormwater inlet and outlet
structures and for manholes, catchpits and
the like in all materials, irrespective of
depth and backfill around structures Unit : m³

(e) Excavate open drains in all materials..... Unit : m³

The tendered rates shall include full compensation for the excavation of material within the dimensions specified or authorised by the Engineer, for the disposal of surplus and unsuitable excavated material where applicable, and in the case of item (d), for backfilling with suitable approved material compacted to 90% of modified AASHTO density around the structures."

PSDB 8.3.3 EXCAVATION ANCILLARIES:

PSDB 8.3.3.3 Compaction in road reserves

REPLACE THE HEADING OF THIS SUBITEM WITH THE FOLLOWING:

"PSDB 8.3.3.3 Compaction in road crossings"

REPLACE THE SENTENCE, "The volume will be measured as specified in 8.2.2, 8.2.3 and 8.3.3.1", WITH THE FOLLOWING:

"In the case of gravel roads, the volume will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in Clauses 5.9.3, 5.9.4 and 5.9.5, as applicable, and payment will be made under item 8.3.6.1."

PSDB 8.3.3.4 Overhaul

DELETE THIS ITEM.

No overhaul will be paid for material in terms of this Contract and costs for transporting material shall be included in the applicable tendered rates and amounts.

REPLACE ITEM 8.3.7 WITH THE FOLLOWING:

"PSDB 8.3.7 ACCOMMODATION OF TRAFFIC UNIT : SUM

The tendered sum shall include full compensation for the accommodation of traffic and the construction and maintenance of bypasses, including existing roads used as bypasses, during the construction period. It shall also include full compensation for traffic control, traffic signs and, where necessary, communications equipment to regulate traffic, for the construction of temporary drainage works, for the maintenance of drainage works, arrangements for moving services, attending to traffic problems, and complying with the requirements of the Road Traffic Ordinance and the relevant local authorities.

Payment shall be made in equal monthly instalments."

ADD THE FOLLOWING ITEMS:

"PSDB 8.3.8 REMOVAL OF EXISTING PIPES:

- (a) Excavate by machine to 300 mm above pipes of:
 - (i) (Diameter indicated) Unit : m³
- (b) Excavate by hand to expose pipes of:
 - (i) (Diameter indicated) Unit : m
- (c) Remove pipes from trench:
 - (i) (Diameter indicated) Unit : m
- (d) Stack pipes suitable for re-use on Site:
 - (i) (Diameter indicated) Unit : m
- (e) Remove pipes suitable for re-use to Employer's stores:

(i) (Diameter indicated) Unit : m

(f) Remove pipes unsuitable for re-use from the Site:

(i) (Indicate pipe diameter and material) Unit : m

The tendered rates shall include full compensation for, in the case of

- item (a) : excavation of material within the dimensions specified or authorised by the Engineer and placing the material alongside the trench
- item (b) : as for item (a) but measured per metre length of pipe exposed
- item (c) : all labour and equipment necessary
- item (d) : as for item (c) including the cleaning, loading and off-loading and transport of the pipes to the stockpile site
- item (e) : as for item (d) but transported to the stores
- item (f) : as for item (c) and transported from the Site to spoil.

PSDB 8.3.9 MOVING OF EXISTING SERVICES BY:

(a) The Town Council Unit :
Prov Sum

(b) Telkom SA Limited
Unit : Prov Sum

Provisional Sums have been provided in the Schedule of Quantities for reimbursing the above-mentioned departments for work carried out by them. The Contractor shall have no claim on any of these amounts.

PSDB 8.3.10 PROVISION OF TEMPORARY BRIDGES FOR MAINTAINING ACCESS TO PROPERTIES:

(a) Temporary pedestrian bridges Unit : number

(b) Temporary vehicular bridges Unit : number

The unit of measurement shall be the number of temporary pedestrian and vehicular bridges actually provided in accordance with the Specifications.

The tendered rates shall include full compensation for the supply, first installation, maintenance and final dismantling and removal of the temporary access bridges when no longer required, as specified in Subclause PSDB 5.1.3. No distinction shall be made between temporary pedestrian and temporary vehicular bridges for payment purposes.

PSDB 8.3.11 MOVING OF TEMPORARY BRIDGES TO AND THEIR RE-ERECTION IN NEW POSITIONS:

(a) Temporary pedestrian bridges Unit : number

(b) Temporary vehicular bridges Unit : number

The unit of measurement shall be the number of times each temporary bridge is moved to and re-erected in an entirely new position, excluding its first erection in the position where it was originally installed. No payment shall be made without the Engineer's prior approval for the moving and re-erection of a temporary bridge.

The tendered rates shall include full compensation for taking down, transporting, handling, re-erecting and maintaining of the temporary bridges in the new positions."

SANS 1200 PSL: MEDIUM-PRESSURE PIPELINES

PSL 3 MATERIAL

PSL 3.1 GENERAL

ADD THE FOLLOWING PARAGRAPHS:

"Each type of pipe delivered to the Site shall have a standard length corresponding with the standard lengths offered by the pipe manufacturer in his catalogue, with a maximum permissible variation in length of $\pm 2\%$.

A pipe that is a shorter or longer than the defined standard will be rejected by the Engineer, except when such non-standard lengths are required in terms of the Contract and have been specifically manufactured or cut as such by the pipe manufacturer or supplier."

PSL 3.4 STEEL PIPES, FITTINGS AND SPECIALS

PSL 3.4.2 PIPES OF NOMINAL BORE UP TO 150 mm

ADD THE FOLLOWING:

"The pipes shall be 'normalised' or seamless steel pipes and shall be used with malleable cast-iron fittings complying with the requirements of SANS 509."

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.2 Polyethylene pipes

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Polyethylene pipes shall be HDPE type IV pipes with compression fittings and shall comply with SANS 533 Part II."

PSL 3.9 CORROSION PROTECTION

PSL 3.9.2 STEEL PIPES

PSL 3.9.2.1 Steel pipes of nominal bore up to 150 mm

ADD THE FOLLOWING:

"Steel pipes shall be galvanised where shown on the Drawings."

PSL 3.9.2.2 Steel pipes of nominal bore over 150 mm

ADD THE FOLLOWING:

"Steel pipes shall be hot-dip galvanised where shown on the Drawings and as specified in Subsubclause 3.9.2.1."

PSL 3.9.6 CORROSIVE SOIL

ADD THE FOLLOWING:

"Where shown on the Drawings, steel pipes in contact with corrosive soil shall be wrapped with Densopol 80 HT or an equivalent approved product, strictly in accordance with the manufacturer's instructions."

PSL 3.10 VALVES

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Valves shall comply with the following requirements:

- (a) They shall open/close clockwise and shall have a non-rising spindle and handwheel.
- (b) They shall be class 16 valves.
- (c) They shall comply with the requirements of SANS 664 - 1974

PSL 5 CONSTRUCTION

PSL 5.6 VALVE AND HYDRANT CHAMBERS

PSL 5.6.1 GENERAL (EXAMPLE ONLY)

REPLACE THE WORDS "drawing L-1" IN THE SECOND LINE WITH "the Drawings".

PSL 5.6.2 CONSTRUCTION OF CHAMBERS (EXAMPLE ONLY)

REPLACE THE WORDS "drawing L-1, L-2 and L-3" IN THE FOURTH LINE WITH "the Drawings".

ADD THE FOLLOWING SUBCLAUSES:

"PSL 5.11 STANDPIPES

Standpipes shall be erected in the positions and to the details shown on the Drawings.

PSL 5.12 MARKER BLOCKS

Type 1 and Type 2 marker blocks shall be manufactured and positioned as shown on the Drawings.

PSL 5.13 PIPELINE ROUTE MARKERS

Route markers for the various water pipelines shall be erected in the positions and shall be manufactured according to the details shown on the Drawings."

PSL 7 TESTING

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

PSL 7.3.1 TEST PRESSURE AND TIME OF TEST

PSL 7.3.1.2 The maximum working pressure for the different pipes is indicated by the class of the pipe.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 SCHEDULED ITEMS

PSL 8.2.11 ANCHOR BLOCKS/THRUST BLOCKS AND PEDESTALS

INSERT "concrete" BEFORE "and" IN THE LAST LINE OF THE LAST PARAGRAPH.

ADD THE FOLLOWING:

"The tendered rates shall also include the wrapping of uPVC pipes and fittings with Densopol 80 or a similar approved material where the pipes and fittings come into contact with concrete."

ADD THE FOLLOWING ITEMS:

"PSL 8.2.16 STANDPIPES COMPLETE:

(a) Complete standpipe as per detail drawing Unit : number

(b) Etc for other descriptions

The tendered rate shall include full compensation for all excavations for the pipe, for the drain, if required, and for the base of the concrete pedestal (for the tap), for the supply and installation of all pipework and fittings including a 1,2 m long section of the supply pipe measured from the rising pipe, for the supply and installation of the taps, for backfilling the drain with stone and the trench with approved backfill material, for all formwork and concrete and for all equipment, labour and diverse material required to complete the standpipe as shown on the Drawings.

PSL 8.2.17 MARKER BLOCKS:

(a) Complete marker block as per detail drawing Unit : number

(b) Etc for other descriptions

The tendered rate shall include full compensation for all excavation and backfill, labour, equipment and materials to manufacture and install the blocks as shown on the Drawings.

PSL 8.2.18 CONNECTION TO EXISTING MAIN SUPPLY PIPE UNIT : NUMBER

The tendered rate shall include full compensation for the cost of excavation, connection to existing 350 mm diameter main supply pipe, removal of surplus material, all labour and equipment necessary to make the connection and all liaison with the local authorities."

SANS 1200 PSLB : BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 SELECTED FILL MATERIAL

ADD THE FOLLOWING:

"Selected fill material used for bedding shall be stabilised with 5% cement as specified under Subclause PSDB 3.5(c)."

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

"uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause."

PSLB 3.4 SELECTION

PSLB 3.4.1 SUITABLE MATERIAL AVAILABLE FROM TRENCH EXCAVATION

REPLACE THE WORDS "(but is not required)" IN THE FIFTH LINE WITH THE WORDS "(at his own cost)".

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPLES

PSLB 8.1.5 DISPOSAL OF DISPLACED MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material displaced by the pipeline and by imported material from sources other than trench excavation, shall be disposed of at an approved site furnished by the Contractor. No haulage is payable for such material."

PSLB 8.1.6 FREE-HAUL

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.2 SUPPLY ONLY OF BEDDING BY IMPORTATION

PSLB 8.2.2.2 From borrow pits

DELETE THE WORDS IN BRACKETS IN THE FIRST FOUR LINES.

ADD THE FOLLOWING:

"The opening up of borrow pits and the removal of overburden are paid for under item 8.3.4 of SANS 1200 D."

ADD THE FOLLOWING ITEM:

**"PSLB 8.2.6 EXTRA OVER ITEMS 8.2.1 AND 8.2.2 FOR BEDDING STABILISED
WITH 5% CEMENTUNIT : M³**

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

SANS 1200 PSLD: SEWERS

PSLD 3 MATERIALS

PSLD 3.5 MANHOLES, CHAMBERS, ETC

PSLD 3.5.2 PRECAST CONCRETE SECTIONS

ADD THE FOLLOWING:

Sectional spun-concrete cylinders shall be manufactured from dolomitic aggregate.

PSLD 3.6 MARKER POSTS

REPLACE THE WORDS "Project Specification" WITH "Drawings".

PSLD 5 CONSTRUCTION

PSLD 5.9 CONNECTING SEWERS

PSLD 5.9.1 LOCATION AND DETAILS

DELETE THE FOLLOWING FROM THE FIRST PARAGRAPH:

"or required in terms of the Project Specifications."

DELETE THE SECOND PARAGRAPH.

PSLD 8 MEASUREMENT AND PAYMENT

PSLD 8.2 SCHEDULED ITEMS

PSLD 8.2.11 CONNECTION TO EXISTING SEWER AT

REPLACE THIS ITEM WITH THE FOLLOWING:

"PSLD 8.2.11 CONNECTION TO EXISTING SEWER UNIT : SUM

The tendered sum shall include full compensation for excavation, making an opening in the existing manhole, installing new pipes in the new opening, for breaking out and modifying the channelisation inside the manhole to suit the new pipe layout, ensuring the watertightness of the new connection, supplying all the necessary materials, removing surplus material and debris, all labour and equipment required to make the connection, and liaison with the local authorities."

ADD THE FOLLOWING ITEM:

**"PSLD 8.2.13 BREAKING INTO EXISTING SEWER AND BUILDING A
NEW MANHOLE..... UNIT :
NUMBER**

The tendered rate shall include full compensation for excavation, building a new manhole over the sewer, breaking into the existing sewer, building the channelisation under wet conditions, ensuring the watertightness of the new connection, supplying all the necessary materials,

removing surplus material, all labour and equipment required to make the connection, and liaison with the local authorities."

SANS 1200 PSLF: ERF CONNECTIONS (WATER)

PSLF 1 SCOPE

The work under this contract covers the supply and construction of 15 mm dia water connection from existing erf connection inside the erf from the stand pipe to the new toilet block. Erf connections are to be installed in accordance to the terms of SANS 1200 LF.

PSLF 3.1.4 POLYETHYLENE (HDPE) PIPING (sub-clause 3.1.4 and 3.1.6)

Polyethylene Type IV Class 10 shall be used. The connections will be approved compression fittings. The minimum cover from the finished surface level to the top of the pipe is 500 mm in road reserve and 400 mm inside erven.

PSLF 8 MEASUREMENT AND PAYMENT (sub-clause 8.2.1 and 8.2.4)

In addition to the provision of sub-clause 8.2.1 and 8.2.4, the rates tendered for erf connections and watermeters shall allow for the following:

- (a) Where the connection is to be made into an existing pipe, Tenderers are to include in their rates for the additional cost of dealing with the water flow. Tenderers are also to include for the excavation and finding of the existing services.
- (b) Tenderers are to include in their rates for the supply and complete installation of stopcocks and boxes as detailed on the typical drawings, including the pipes, saddles, ferrules, fittings and excavating, connecting to the watermain, laying in light sandy material, jointing, backfilling, testing and completing the service connection up to a point indicated on site.

PSLF 8.2.1 MEASUREMENT AND PAYMENT(sub-clause 8.2.1)

The unit for 20 mm dia HDPE water connection inside the erven will be in meter.

Tenderers are to include in their rates for the supply and complete construction of all necessary to complete the connections including the cost, as applicable of providing the pipes, fittings, excavating, connection to the existing pipe, watermeter or standpipe, laying in light sandy material, jointing, backfilling, testing and complete the service connection to the new toilet structure.

PCL : COMMUNITY LIAISON AND COMMUNITY RELATIONS

PCL 1 GENERAL

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the client.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 PUBLIC LIAISON OFFICER (PLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.

- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- j. To receive and attend to any complaints lodge by PSC and members of the community.
- k. To keep a daily written record of his interviews and community liaison.
- l. All such other duties as agreed upon between all parties concerned.
- m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the client.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be determined by the Engineer unless otherwise ordered by the client. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

PES : LOCATING AND PROTECTING EXISTING SERVICES

PES 1 GENERAL

All services are not known and it will be the responsibility of the contractor to locate and protect all services in the vicinity of the construction work.

PES 2 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

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 occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PES 3 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PES 4 MEASUREMENT AND PAYMENT

LOCATION AND PROTECTION OF EXISTING SERVICES:

PES 4.1 Provision of detecting devices for:

(a) Water and sewer pipes Unit : Sum

(b) Electrical and other cables Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PES 4.2 Hand excavation necessary for locating and exposing existing services in all material:


(a) In roadways..... Unit : m³

(b) In all other areas..... Unit : m³


The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid separately.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

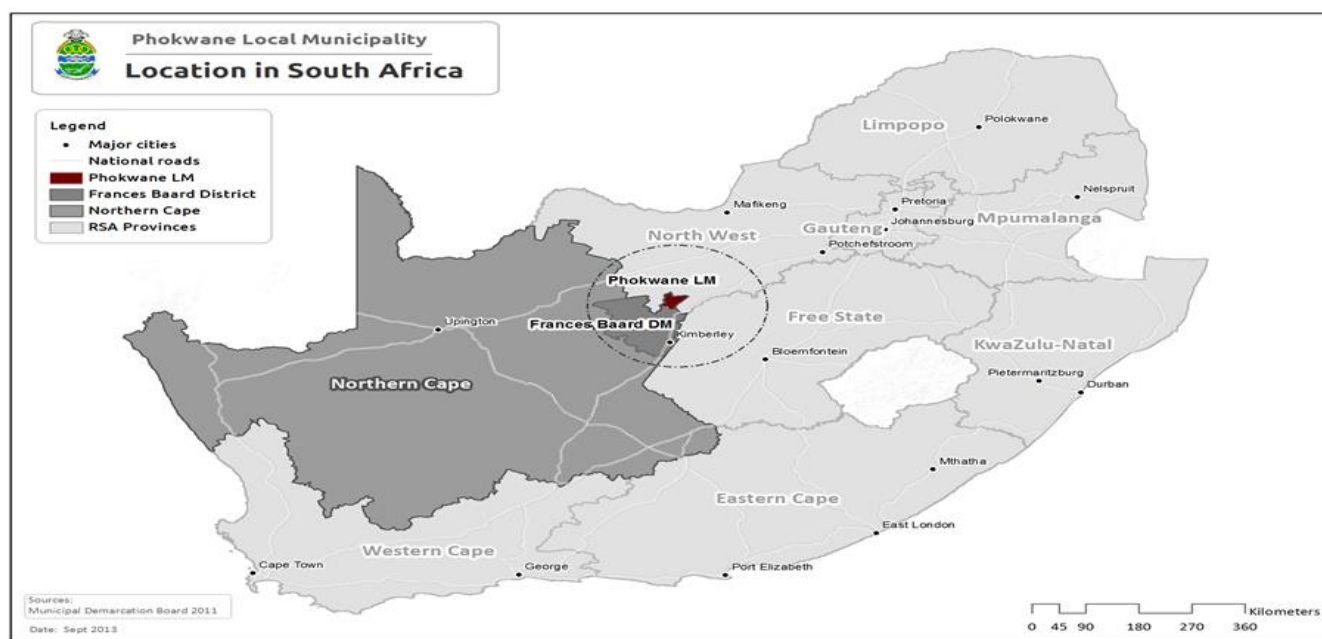
	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART C4-Site information

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part C4 Site information

The project is located in Masakeng, Jan Kempdorp. This location fall under Phokwane local municipality in the Northern Cape and is within the Frances Baard District Municipality are of jurisdiction.



Map 1: Source: Draft Phokwane Spatial Development Framework 2013.

Pruning and trimming of trees to accommodate the execution of the work must be limited.


Working space in certain areas may be restricted. The construction method used by the contractor in these restricted area largely depends on the contractor and his plant. However, the contractor must note that measurements and payments will be according to the specified cross-section and dimensions irrespective of the method used, and that the rates and prices submitted will be deemed to include full compensation for difficulties encountered while working in restricted areas. No extra payments or any claims for payment due to these difficulties will be considered.

The temperatures average is +- -7 Deg. C during Winter and an average of 38 Deg. C in summer.


Normally summer rainfall.

Please see below indication of the area as shown in pictures following:



	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

PART C5-CONDITIONS


	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part C5: CONDITIONS

C5.1: PHOKWANE LOCAL MUNICIPALITY TENDER CONDITIONS AND INFORMATION

C5.2: PHOKWANE LOCAL MUNICIPALITY SPECIAL CONDITIONS OF CONTRACT.

C5.3: PHOKWANE LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT.

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part 5.1 Phokwane Local Municipality tender conditions and information

1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.

b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

7.3 Authorised Signatory

a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

8. Compulsory statutory supporting documents

a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).

b) Valid CIPC documents / copies of company registration documents.

c) Declaration of interest forms duly completed (MBD documents).

d) General conditions of contract must be properly signed.

e) Local content documents to be complete (when applicable).

f) CIDB registration certificate and must have a CIDB grading of 4EP or higher.

g) Bidders do not have to attend a briefing session.

h) Company Profile, CV's and references

i) Quality control and project plan

j) Required medium voltage and low voltage professional registration and construction manager (Pr CM). Attach professional certificates or provide professional registration numbers.

k) Proof of bank rating letter

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

a) Specifications must be disclosed on the quotation.

b) Quotation must be original and must be on the company's letterhead.

11. Site / Information Meetings

a) There will not be a briefing session for this project.

12. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

13. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

14. Submission of Tender

a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the TENDER NR: XXXXXXXX, title as well as closing date and time and placed in the tender box at **Phokwane Local Municipality's Main Building, 24 Hertzog street, Hartswater by not later than 12:00 on the date of closing of the tender.**

OR

- be mailed to reach the Tender Box, Phokwane Local Municipality, Private Bag X3, Hartswater, 8570 before the specified closing date and time.

b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline stated on the advert, irrespective of how they are sent or delivered.

15. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact Phokwane Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Phokwane Local Municipality, it should do so in writing. Any effort by the firm to influence Phokwane Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

18. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Negotiations


Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

29. SABS Approved

Products must be SABS approved.


30. Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr T. Thage at telephone (053) 474-9700 during office hours.

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part 5.2 Phokwane Local Municipality special conditions of contract

1. Bids shall remain valid for **90 days** after the tender closure date.
2. Any deviations, limitations or unfamiliar conditions must be clearly stipulated in respect of each policy type.
3. All premiums must be **VAT inclusive**.
4. In the case of a Trust, Consortium or Joint venture the following will apply:
 - i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
 - ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
 - iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
 - iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
 - v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NR: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part 5.3 Phokwane Local Municipality general conditions of contract

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p>

	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>

6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.</p>

	<p>The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or commissioning of the supplied goods; b. furnishing of tools required for assembly and/or maintenance of the supplied goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p>

	<p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p>

	<p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; i. the date of commencement of the restriction; i. the period of restriction; and /. the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>

24. Anti-Dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder




PHOKWANE LOCAL MUNICIPALITY

TENDER NUMBER: PL11/PS/0123

**NEW PUMP STATION AND RELATED BULK SEWER OUTFALL
LINES IN MASAKENG (JAN KEMP DORP)**

PART C6-LOCAL CONTENT

	PHOKWANE LOCAL MUNICIPALITY
	TENDER NUMBER: PL11/PS/0123
	NEW PUMP STATION AND RELATED BULK SEWER OUTFALL LINES IN MASAKENG (JAN KEMP DORP)

Part C6: Local Content

C6: LOCAL CONTENT

1. DEFINITIONS	
Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.	
2. GENERAL	
2.1 Introduction	<p>This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.</p> <p>The guideline consists of two parts, namely:</p> <ul style="list-style-type: none"> • a written guideline; and • three declarations that must be completed: <ul style="list-style-type: none"> - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C); - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E). <p>The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.</p> <p>Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.</p> <p>If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.</p> <p>NOTE: Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.</p>
2.2 What is local content	<p>According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.</p>
2.3 Categories: Imported and Local Content	<p>The tenderer must differentiate between imported content and local content.</p> <p>Imported content of a product by components/material/services is separated into two categories, namely:</p> <ul style="list-style-type: none"> • products imported directly by the tenderer; and • products imported by a third party and supplied to the tenderer.
2.3.1. Imported Content	<p>Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.</p> <p>Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.</p> <p>As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."</p> <p>2.3.1.1. Imported directly by the tenderer:</p> <p>When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.</p> <p>When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.</p> <p>2.3.1.2. Imported by a third party and supplied to the tenderer:</p>

	<p>When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.</p> <p>The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.</p> <p>When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.</p> <p>2.3.1.3. Exempt Imported Content:</p> <p>Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.</p>
2.3.2. Local Content	Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.
3. ANNEXURE C	
3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule	<p>Note: The paragraph numbers correspond to the numbers in Annexure C.</p> <p>C1. Tender Number Supply the tender number that is specified on the specific tender documentation.</p> <p>C2. Tender description Supply the tender description that is specified on the specific tender documentation.</p> <p>C3. Designated products Supply the details of the products that are designated in terms of this tender (i.e. buses).</p> <p>C4. Tender Authority Supply the name of the tender authority.</p> <p>C5. Tendering Entity name Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).</p> <p>C6. Tender Exchange Rate Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.</p> <p>C7. Specified local content % Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.</p> <p>C8. Tender item number Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.</p> <p>C9. List of items Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.</p> <p><u>Calculation of local content</u></p> <p>C10. Tender price Provide the unit tender price of each item excluding VAT.</p> <p>C11. Exempted imported content Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.</p>

	<p>C12. Tender value net of exempted imported content Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).</p> <p>C13. Imported value Provide the ZAR value of the items' imported content.</p> <p>C14. Local value Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).</p> <p>C15. Local content percentage (per item) Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.</p> <p><u>Tender Summary</u></p> <p>C16. Tender quantity Provide the tender quantity for each item number as per the tender specification.</p> <p>C17. Total tender value Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).</p> <p>C18. Total exempted imported content Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.</p> <p>C19. Total imported content Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).</p> <p>C20. Total tender value Total tender value is the sum of the values in column C17.</p> <p>C21. Total exempted imported content Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.</p> <p>C22. Total tender value net of exempted imported content The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).</p> <p>C23. Total imported content Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.</p> <p>C24. Total local content Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.</p> <p>C25. Average local content percentage of tender The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).</p>
<p>4. ANNEXURE D</p> <p>4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"</p>	<p>Note: The paragraph numbers correspond to the numbers in Annexure D.</p> <p>D1. Tender number Supply the tender number that is specified on the specific tender documentation.</p> <p>D2. Tender description Supply the tender description that is specified on the specific tender documentation.</p>

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E	
5.1. Guidelines to completing Annexure E: “Local Content Declaration Supporting Schedule to Annexure C”	<p>The paragraph numbers correspond to the numbers in Annexure E</p> <p>E1. Tender number Supply the tender number that is specified on the specific tender documentation.</p> <p>E2. Tender description Supply the tender description that is specified on the specific tender documentation.</p> <p>E3. Designated products Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).</p> <p>E4. Tender authority Supply the name of the tender authority.</p> <p>E5. Tendering entity name Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).</p> <p>Local Goods, Services and Works</p> <p>E6. Description of items purchased Provide a description of the items purchased locally in the space provided.</p> <p>E7. Local supplier Provide the name of the local supplier that corresponds to the item listed in column E6.</p> <p>E8. Value Provide the total value of the item purchased in column E6.</p> <p>E9. Total local products (Goods, Services and Works) Total local products (goods, services and works) is the sum of the values in E8.</p> <p>E10. Manpower costs: Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).</p> <p>E11. Factory overheads: Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)</p> <p>E12. Administration overheads and mark-up: Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.</p> <p>E13. Total local content: The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.</p>

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be
 excluded from all

Pula EU GBP

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

Date:

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded
from all calculations

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____ EU _____ GBP _____

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 excl VAT	Tender Qty	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 - C 21

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 Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

Type of payment	Local supplier making the	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with
Annex C - C 23

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.				Note: VAT to be excluded from all calculations
(E2)	Tender description:				
(E3)	Designated products:				
(E4)	Tender Authority:				
(E5)	Tendering Entity name:				

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0.00

(E10)	Manpower costs	(Tenderer's manpower cost)				R 0.00
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)				R 0.00
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)				R 0.00

(E13) Total local content	R 0.00
This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:		