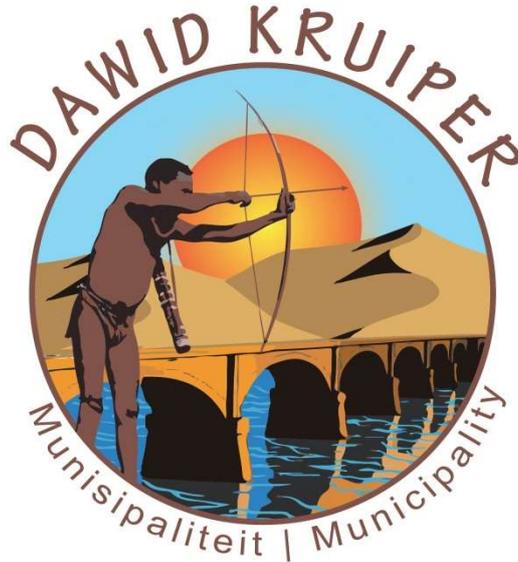


MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



BID

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

DIRECTORATE CIVIL ENGINEERING SERVICES

PRIVATE BAG X6003

UPINGTON

8800

NOTICE : TN025/2023

Bidder's name: _____

Bid Price: R _____

Construction Period: _____(Weeks)

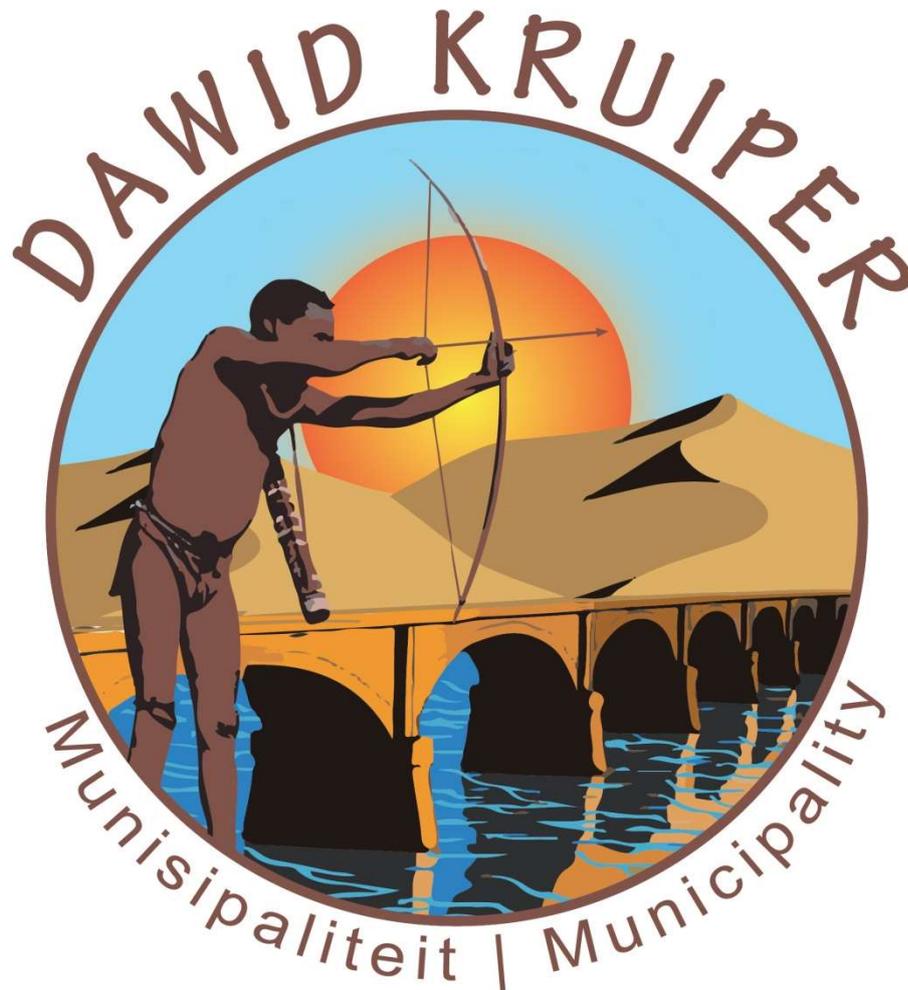
DAWID KRUIPER MUNICIPALITY

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

	CONTENTS	PAGE
A	General Conditions of Contract	3
B	Specifications	18
C	Form of Quotation	23
D	Summary of items and quoted prices	24
E	Forms	25
F	Annexures	50
G	Contract Data	52
H	Technical Specifications – Civil	59

DAWID KRUIPER MUNICIPALITY

Republic of South Africa



DAWID KRUIPER MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

DAWID KRUIPER MUNICIPALITY

SECTION "A"

GENERAL CONDITIONS OF BID

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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
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. Transfer of contracts
34. Amendments of contracts

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 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.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 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.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 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.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 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 goods are so delivered and a valid receipt is obtained.
 - 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 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.
- 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.
- 1.14 "GCC" means the General Conditions of Contract.
- 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.
- 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 goods covered by the bid will be manufactured.
- 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.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

- 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.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 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.
- 3.2 Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

- 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.
- 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.
- 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.
- 6. Patent Rights**
- 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.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
- 7. Performance security**
- 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.
- 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.
- 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:
- (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
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa****8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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 22 of GCC.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 9. Packing**
- 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. 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 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.
- 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, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and Documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 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.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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.
- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

- 14. Spare parts**
- 14.1 As specified, 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:
- (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:
 - (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**
- 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.
- 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

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| 16. Payment | 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified. |
| | 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. |
| | 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. |
| | 16.4 | Payment will be made in Rand unless otherwise stipulated. |
| 17. Prices | 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 or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Variation Orders | 18.1 | In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price. |
| 19. Assignment | 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. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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. |
| 21. Delays in the supplier's performance | 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. |
| | 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. |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 21.3 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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.
- 22. Penalties**
- 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.
- 23. Termination for default**
- 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:
- (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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 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.
- 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.
- 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.
- 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:
- (i) the name and address of the supplier and / or person. restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa

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| 24. Antidumping and countervailing duties and rights | 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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. |
| 25. Force Majeure | 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. |
| | 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. |
| 26. Termination for insolvency | 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. |
| 27. Settlement of Disputes | 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. |
| | 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. |
| | 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. |
| | 27.4 | 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 supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

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| 28. Limitation of Liability | 28.1 | Except in cases of criminal negligence or willful 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. |
| 29. Governing Language | 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. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
| 31. Notices | 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. |
| | 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. |
| 32. Taxes and duties | 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. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. |
| | 32.4 | No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears. |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dawid Kruiper: Republic of South Africa

- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 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.
- 35.2 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 purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

Revised July 2010

DAWID KRUIPER MUNICIPALITY

SECTION “B” – SPECIFICATIONS

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

1. SCOPE OF BID

A shortage in the bulk water supply and storage capacity in cases of an emergency are currently experienced in Lambrechtdrift and Leerkrans, especially during the summer months. The following scope of works are recommended:

1.1 Lambrechtdrift

- Refurbishment of existing water treatment plant;
- Dam & Reservoir expansion joint repair;
- Installation of new security fencing (where applicable);
- Provisioning of additional storage capacity;
- Supply and Installation of 230 smart water meters with restrictor valves.

1.2 Leerkrans

- Dam & Reservoir expansion joint repair;
- Construction of dedicated supply line;
- Provisioning of additional storage capacity;
- Refurbishment of existing water treatment plant;
- Installation of new security fencing (where applicable);
- Installation of 234 smart water meters with restrictor valves.

1.3 Central Reservoir

- Dam & Reservoir expansion joint repair;
- Replacement of valves.

The bid is for the refurbishment of the water supply in these two areas.

2. CLOSING DATE AND COMPULSORY SITE MEETING

- 2.1. Sealed bids clearly marked **“TN025/2023: REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA”** must be placed in the Municipal tender Box **before or at 14:00 on Friday, 11 August 2023** and will be opened directly thereafter in the Council Chambers at the Municipal Offices.
- 2.2. A compulsory clarification meeting will be held on **Friday, 28 July 2023 at 11h00 am** in the **Council Chambers**, at the Municipal Offices in Uppington.
- 2.3. The clarification meeting commences strictly as indicated above and doors will be closed.

3. GENERAL REQUIREMENTS

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.3. The following forms, Summary of items and bid price, **MBD 1, MBD 4, MBD 6.1, MBD 6.2, MDB 7.1, MBD 8 and MBD 9**, must be completed.
- 3.4. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.
- 3.5. Bidders must be registered at National Treasury's Central Suppliers Data Base (CSD) and proof must be submitted.
- 3.6. A copy of the tax clearance certificate issued and/or the document issued by SARS indicating the tax clearance PIN. Please note that it is the responsibility of the supplier to ensure that all tax related matters are in order daily.

4. COMPULSORY DOCUMENTATION

These documents **must be attached** to the bid form. Bids not containing these documents will be deemed as incomplete. (See Section F).

- 4.1. A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days on date of submission.
- 4.2. If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a Lease Agreement indicating such must be provided.
- 4.3. **B B-BBEE points would be allocated if:**
 - 4.3.1 **A certified copy of B-BBEE verification certificate accredited by South African National Accreditation System (SANAS) or**
 - 4.3.2 **An original Sworn Affidavit fully completed with black ink, must be attached to the bid document or**
 - 4.3.3. **A copy of a DTI BBEE certificate must be attached to the bid document.**
- 4.4. An active **CIDB registration of 5CE or higher** is required to qualify for this tender. **Tenderers who do not comply with this condition will not be considered.** A copy must be submitted.
- 4.5. Proof of similar scope related projects, at least **one (1)** or more **construction projects successfully completed**. Each project should have a completion or final completion certificates or signed reference letter indicating the following:
 - a contactable reference,
 - project value,
 - responsible person,
 - project description and
 - signed reference letter or Completion Certificates or Final Completion Certificates.

- 4.6. **Construction programme**, considering non-working times and public holidays, must be submitted.
- 4.7. **List of plant available for the project.** The contractor will be required to have the plant listed on site as per the construction programmes. Failure to adhere to this requirement will be penalised with **R1,000 per calendar** day until such time that the listed plant is available on site.
- 4.8. The bid may be scaled down to the funds available in the budget.

5. BID PRICING

- 5.1. Bidders are required to quote prices according to the price schedules and specifications.
- 5.2. Price(s) quoted must be valid for at least 90 (ninety) days from bid closing date
- 5.3. Price(s) quoted must be firm and must be inclusive of VAT.
- 5.4. All prices must include delivery cost, accommodation and travel cost.

6. METHOD OF DELIVERY AND ADDRESS

Goods and services must be delivered as a whole.
Delivery must be made to

Dawid Kruiper Municipality
Head office building
Mutual Street
Upington
Northern Cape

7. LEGISLATIVE REQUIREMENTS

7.1. Tender Documents

The following documents form part of this tender.

- 7.1.1. Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations 2014.
- 7.1.2. The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and bidders must obtain their own copies at their own cost.
- 7.1.3. The SANS 1200 Standardized Specifications for Civil Engineering Construction and SANS 0400 National Building Regulations prepared by Standards South Africa. These publications are available and bidders must obtain their own copies at their own cost.

7.2. Bill of Quantities

7.2.1. General

This bill of quantities must be read at all times with the Conditions of Contract, Special Conditions of Contract, and the bid document, the General Specifications, the Project Specifications and Drawings.

7.2.2. Price all items

Prices and unit prices must be entered against each item in the bill of quantities. Items for which no price or unit price is entered, shall be deemed to be covered by other prices and unit prices in the bill of quantities.

7.2.3. Payments

Payment shall only be made for items as specified in the bill of quantities. The employer retains the right to have any work that is not according to specification, be rectified before payment.

8. SPECIFIC REQUIREMENTS

8.1. General

The Municipality needs the services of a contractor for the **REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA.**

- 8.1.1. The contractor shall make his own arrangements for obtaining power and water for construction and domestic purposes as well as toilet facilities as required by the Health and Safety Regulations. The contractor shall be responsible for all costs involved.
- 8.1.2. The contractor shall make his own arrangements for a camp site.
- 8.1.3. The contractor must take the safety of the residents and their property into account during the planning and execution of the works.
- 8.1.4. The contractor shall be responsible to locate and safeguard any existing service or work he may encounter during construction. The location of all existing services is the full responsibility of the contractor and allowance in the Bill of Quantities must be made as such. Any wayleave required for the completion of the project is the full responsibility of the Contractor and allowance for such must be made in the construction program and Bill of Quantities.
- 8.1.5. The contractor shall be responsible for any damage to such existing services. Damage to existing services whether due to negligence or unintentional must be immediately (**within 8 hours**) repaired by the Contractor at his own cost. This applies to services under the jurisdiction of the local authority.
- 8.1.6. A triplicate book supplied by the contractor to be used for site instruction shall at all times be kept on site.
- 8.1.7. No trench may be left open over weekends and holidays. Trenches must be temporarily backfilled if the Contractor is unable to complete the work before a weekend, contractor's break or public holiday. No additional compensation will be allowed for this. A penalty may apply on the discretion of the Employer for failure to comply to the above conditions.
- 8.1.8. The contractor shall erect and maintain the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public. **No** additional compensation will be entertained for the maintaining of safety signs, notices, barricading, etc. that is damaged due to vandalism.
- 8.1.9. The construction works is **estimated** to be completed within **four (4) months** after date of appointment. Provision is made in the document for the Contractor to indicate his completion time. A penalty of **R1 000.00** (VAT excluded) per calendar day will be applicable for late completion on this project.
- 8.1.10. The defects liability period for the contract will be twelve (12) months from the date of the certificate of completion.
- 8.1.11. The latent defects liability period will be ten (10) years for civil engineering works and five (5) years for building works.
- 8.1.12. Interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor, **with no limit**. The limit of retention money for the defect liability period shall be **5%** of the Contract Price, including payment for contingencies. **A retention guarantee in lieu of retention is not permitted.**
- 8.1.13. The percentage advance on materials not yet build into the Permanent Works will be 80%.
- 8.1.14. The contractor shall proceed to execute the works within 14 days from the commencement date.

- 8.1.15. The contractor is responsible for the setting out of the works, determining of erf boundaries and pegs and existing services. Should any erf pegs be removed during construction the contractor will be responsible for replacing erf pegs through a qualified and professional land surveyor. Should any existing services be damaged or moved during construction, the contractor will be responsible for the full repair and restoration of such services”.
- 8.1.16. The contractor is responsible for the temporary employment of **12 temporary workers** from all areas. The daily rate is **R228.78** per day. The contractor is required to submit copies of employment contracts and ID copies on initial appointment and signed labour reports within 5 days of months end. No payment will be made without complying to the above reporting requirements.
- 8.1.17. Manufacturers / suppliers of electrical and mechanical equipment must provide written confirmation of warranty and undertaking of support to the municipality during warranty period.
- 8.1.18. The contractor should take note that where any instance of discrepancy occurs between ‘Government Procurement: General Conditions of Contract Dawid Kruijer’ and the ‘General Conditions of Contract for Construction Works 2015’, the GCC shall take precedence.
- 8.1.19. The principle contractor is responsible to appoint a specialist nominated sub-contractor that will be responsible for the refurbishment of the existing water treatment plants.

9. GENERAL INFORMATION

9.1 Bidders must complete the full document and submit proof where necessary. The complete bid document must be returned. Any documents the bidder wants to attach must be added by means of neatly marked attachments.

9.2 Drawings

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents as:

- 9.2.1 Refer to **Appendix B of the Technical Specification (Section “H”)** for the tender drawings.

DAWID KRUIPER MUNICIPALITY

SECTION "C"

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

Address: _____

Tel nr: _____

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of **90 (ninety)** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

Bid price (all taxes included): R _____

Amount in words: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSES:

- 1. _____
- 2. _____

SIGNATURE OF BIDDER

DAWID KRUIPER MUNICIPALITY

SECTION "E"

FORMS TO BE COMPLETED

Next Page



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY					
BID NUMBER:	TN025/2023	CLOSING DATE:	FRIDAY, 11 August 2023	CLOSING TIME:	14:00
DESCRIPTION	REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JONTS IN THE DAWID KRUIPER MUNICIPAL JURISDICTION				
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					
DAWID KRUIPER MUNICIPAL OFFICE					
MUTUAL STREET					
UPINGTON					
8800					
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	BUDGET & TREASURY OFFICE		CONTACT PERSON	MARIO NEETHLING	
CONTACT PERSON	MARY MARABI		TELEPHONE NUMBER	054 338 7061	
TELEPHONE NUMBER	054 338 7182		E-MAIL ADDRESS	mario.neethling@dkm.gov.za	
E-MAIL ADDRESS	mary.marabi@dkm.gov.za				

**PART B
TERMS AND CONDITIONS FOR BIDDING**

MBD 1

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



DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (Director, Trustee, Shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholder’s members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....
.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
3.9.1 If yes, furnish particulars

.....
.....

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

.....
.....

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

.....
.....

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

.....
.....

3.13 Are any spouse, child or parent of the company's director's trustees, **YES / NO**
managers, principle shareholders or stakeholders in service of the state?
3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, **YES / NO**
or stakeholders of this company have any interest in any other related
companies or business whether or not they are bidding for this contract?
3.14.1 If yes, furnish particulars:

.....



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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); and
 - the 90/10 system for requirements with a Rand value above 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.
- 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.

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	6	14
4	5	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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

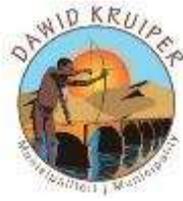
8.8 Total number of years the company/firm has been in business:

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

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

WITNESSES	
1.	.....
2.	.....

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



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_Plastic Pipes_____	___100___%
_Valves_____	___70___%
_Water Meters_____	___40___%

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(20) Tender No. _____
 (21) Tender description _____
 (22) Designated Products _____
 (23) Tender Authority _____
 (24) Tendering Entity name _____
 (25) Tender Exchange Rate: R/1 = _____

\$100 VWT to be excluded from all calculations

US \$ 9.00 EUR \$ 11.00

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 incl VWT	Tender Qty	Exempted imported value
(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)	(37)

(38) 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 incl VWT	Tender Qty	Total imported value
(39)	(40)	(41)	(42)	(43)	(44)	(45)	(46)	(47)	(48)	(49)	(50)

(51) 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 incl VWT	Quantity imported	Total imported value
(52)	(53)	(54)	(55)	(56)	(57)	(58)	(59)	(60)	(61)	(62)	(63)

(64) Total imported value by 3rd party

D. Other foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(65)	(66)	(67)	(68)	(69)	(70)	(71)

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

(73) Total of imported content & foreign currency payments - (38), (51), (64) & (72) above

This total must correspond with Annex C - C.2

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

(Note: VAT to be included from all calculations)

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

(E10)	Manpower costs	(Tenderor's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	<input style="width: 95%;" type="text"/>
(E13) Total local content			<input style="width: 95%;" type="text"/>

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

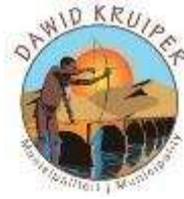
CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)		DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

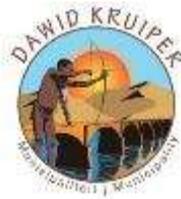
SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES	
1.	.....
2.	.....
DATE	.....



CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

NOTICE

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TN025/2023 : REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

in response to the invitation for the bid made by:

DAWID KRUIPER 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.

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.

MBD 9

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DAWID KRUIPER MUNICIPALITY

SECTION "F"

Annexures

Attach all annexures and documents to the following pages provided

1. Tax Clearance certificate
2. CSD registration
3. Certified copy of B-BBEE Certificate OR original sworn affidavit or A copy of a DTI BBEE certificate.
4. Municipal account (not older than three months on date of submission) or lease agreement
5. Documents as required under "Section B".
6. An active **CIDB registration of 5CE or higher** certificate to be attached.
7. Proof of similar scope related projects, at least one (1) or more construction projects successfully completed. Each project should indicate a contactable reference, project value, responsible person, project description and signed reference letter or completion certificates. Kindly attach list of project(s), signed reference letter(s) and completion certificate(s).
8. A list of suitable plant and equipment available for the duration of the contract.
9. Construction programme, considering non-working times and public holidays as well as the location of existing services.

DAWID KRUIPER MUNICIPALITY

SECTION "G"

Contract Data

Please see Next Page

DAWID KRUIPER MUNICIPALITY

CONTRACT NO. TN025/2023

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause Tender
Data number

F.1 General

F.1.1 Actions

Add the following:

The Employer is the **DAWID KRUIPER MUNICIPALITY**.

F.1.2 Tender Documents

Add the following:

“The following documents form part of this tender:

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

VOLUME 2: The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

The tender documents issued by the Employer comprise:

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

The Tender

Part T1: Tendering procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Contract of Temporary Employment as Community Liaison Officer
- C1.6 Insurance Broker's Warranty

Part C2: Pricing Data

- C2.1 Pricing Assumptions
- C2.2 Bills of Quantities
- C2.3 Declaration

Part C3: Scope of Work

- C3.1 Standard Specifications
- C3.2 Project Specifications
- C3.3 Annexes

Part C4: Site information

- C4.1 Location of the Project
- C4.2 Available Information
- C4.3 Drawings

VOLUME 4: Drawings (listed in C4.3)

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

F.1.3 Add the following:

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

[The Employer's Agent is:](#)

Mr. P. Jonker	Project Director
Mr. M. Neethling	Project Manager

Of Dawid Kruiper Municipality

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F.1.5 Competitive negotiation procedure

Add the following to F.1.5

A competitive negotiation procedure will **not** be followed.

F.1.6 Proposal procedure using the two-stage system

Add the following to F.1.6

A two-stage system will **not** be followed.

F.2 Tenderer's obligations**F.2.1 Eligibility**

Add the following to F.2.1.1:

F.2.1.1 Only those tenderers who satisfy the following criteria are eligible to submit tenders:

F.2.1.2 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION

Only those tenderers who are registered with the CIDB, 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 5CE class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 5CE class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

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

F.2.7 Clarification meeting

Add the following:

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative tender offers

Add the following to F.2.12.1:

F.2.12.1 If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that the original bid is submitted and the preferred bid.

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.

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.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Tenderers are required to indicate alternative tender offers in Schedule 20: Alterations/Amendments by tenderer in T2.2: Returnable Schedules.

F.2.13 Submitting a tender offer

Add the following to F.2.13.1

F2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Replace subclause F.2.13.2 with the following

F2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **non-erasable ink**.

Add the following to F.2.13.3

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

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

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

Add the following to F.2.13.5:

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

Location of tender closure: Tender Box, DAWID KRUIPER MUNICIPALITY

Identification details: Tender number: TN025/2023

Title of tender: **REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA**

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. TN025/2023: REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed (F.3.5).

Add the following sub-clause after F.2.13.9:

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

F.2.15 Closing time

Add the following to F.2.15.1:

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender offer validity

Add the following to F.2.16.1:

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

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

F.2.18 Provide other material

F.2.18.1 Delete the word "notarised"

Add the following to F.2.18.1:

Provide, on written request by the Employer, where the tendered amount inclusive of VAT exceeds **R 10 million**:

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

F.2.23.2 Bargaining Council Certificates

Where applicable, a certificate issued by the relevant Bargaining Council, could be requested.

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

F.2.23.3 Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011. A B-BBEE status level for the Consortium/Joint Venture will have to be obtained in order to qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011.

F.3 THE EMPLOYER'S UNDERTAKINGS**F.3.2 Issue Addenda**

Add the following to F.3.2:

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

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is:

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

Location: Council Chambers of DAWID KRUIPER MUNICIPALITY.

F.3.8 Test for responsiveness

Add the following:

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.2 above.
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request.

F.3.11 Evaluation of tender offers**F.3.11.1 General**

Add the following:

The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference in accordance with F.3.11.3.

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using Formula 2 (Option 1) where the value of W₁ is 80 points.

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 21: Preferencing Schedule where preferences are granted in respect of B-BBEE contribution.

The terms and conditions of Schedule 21 shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W₁ tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 21 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

Exempted Micro Enterprise (>50% Black owned)
 Exempted Micro Enterprise (≤50% Black owned)
 Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board notice 111 of 2007 published in Government Gazette No. 29616 of 9 Feb. 2007)
 Non-compliant contributor¹

Up to **10** tender evaluation points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EMEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N _p)
>50%	3	8
≤50%	4	5

B-BBEE Status Level of Contributor	Number of Points (N _p)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor ¹	0

1: A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor or who is not verified in terms of the Construction Sector Charter.

Add the following new sub clause:

F.3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or

- ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
- d) 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.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Replace sub-clause F.3.16.2 with the following:

- F.3.16.2** The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.18 Provide copies of the contract

Add the following:

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

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to Schedule 10 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

F.4.2 Eligibility with respect to expanded public works programme

This Contract qualifies for consideration as an Expanded Public Works Programme project. A total of 10 (Ten) local general labourers will be required on this project. The contractor will be advised by the Client on the utilization of the local general labourers. Monthly project labour reports to be completed in **Annexure C**. The project labour reports must be submitted with payment certificates. Payment certificates will not be processed without the monthly labour reports. All workers employed shall be paid by the contractor.

F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the 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:

- (1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- (2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- (3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the 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.
- (5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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.

F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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.

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 Contract Price.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.5 Community liaison officer

2x CLO's will be appointed on the project. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the

Employer's Agent and the local communities.

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate will be advised by the Employer.

F.4.6 Invalid tenders

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

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F.4.7 Negotiations with preferred tenderers

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

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

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

F.4.8 General supply chain management conditions applicable to tenders

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

- a) has furnished the Employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
 - Certificate of attendance at a compulsory site inspection, where applicable
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; 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.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- a person who is in the service of the state;
- 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.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.9 Combating abuse of the Supply Chain Management Policy

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

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the 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) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 2 and 5, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

F.4.0 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

The bidder shall register all employees with department of Labour for UIF, COIDA, etc.

F.4.14 Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

F.4.15 PRICE VARIATIONS

The Contract Price shall **not** be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.4.16 Requests for contract documents, or parts thereof, in electronic format

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:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in 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. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.17 Minimum Wages

The Tender is drawn to the fact that minimum wages must be paid in terms of the relevant legislation [R 208.71 per day currently](#) .

ANNEX F

(normative)

STANDARD CONDITIONS OF TENDER**F.1 General****F.1.1 Actions**

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings**F.3.1 Respond to requests from the tenderer**

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

F.3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item rate shall govern and the

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preference. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preference. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formul a	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 - \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable tender offer. P

= the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Notice to unsuccessful tenderers

F.3.14.1 Notify the successful tenderer of the employer's acceptance of this tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.14.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.15 Prepare contract documents

F.3.15.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.15.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex G

(Not applicable to this tender)

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit

Table G2: Classes of construction work – see next page

Table G2

CLASSES OF CONSTRUCTION WORK

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

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

Contractor

Witness for Contractor

Employer

Witness for Employer

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	109 - 110
C2.2 Bills of Quantities	111 - 123
C2.3 Declaration	124

DAWID KRUIPER MUNICIPALITY

CONTRACT NO. TN025/2023

REFURBISHMENT OF LAMBRECHSDRIFT, LEERKRANS AND SEALING OF JOINT IN CENTRAL RESERVOIR IN THE DAWID KRUIPER MUNICIPAL AREA

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. This Bill of Quantities has to be read together with the Articles of the Agreement, the Conditions of Contract and Special Conditions of Contract, the Form of Tender, the General Specification, the Project Specification and the Drawings.
2. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardized Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardized specifications".
3. General instruction and description of the Work or materials given in the Specification will not be repeated in the Bill of Quantities. It will only be referred to. Doorbell of reference between brackets, to particular Clause in the Conditions of Contract (GCC 6.3.1) or, Special Conditions of Contract (SC.7), General Specification(SABS 1200A 8.3.3), Project Specification (PS 11) or to a Drawing (Drawing U10256C-100-01).
4. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and unit prices given in the Bill of Quantities, is all-embracing prices and it should cover the values of the different items completely and has to include all costs and expenses which may occur and for the building of the Work as described and costs and expenses that are required as well as all general liabilities, obligations and risks which forms a part of this contract. The prices should be given separate in the item(s) if special accountability, responsibilities and risks as in the above occurs.
7. A price or unit price has to be filled in against every item in the Bill of Quantities even if the amount isn't shown. Items where no price or unit price has been filled in will be regarded as covered by the other prices and unit prices in the Bill of Quantities. VAT must not be included in the tariffs.
8. Unit rates would be regarded as correctly if any difference occurs between unit prices and the total and the total will be corrected accordingly. The unit prices will be calculated arithmetical in case of omissions.
9. Payments will only be made for items occurring in the Bill of Quantities and if the Contractor thinks that provision

hasn't been made for some items, the item should be allowed for under another item.

10. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.

11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	kW	=	kilowatt
MI	=	megalitre	%	=	per cent
MPa	=	megapascal			

12. Those parts of the contract to be constructed using labor-intensive methods have been marked in the Bills of Quantities with the letters LIC in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labor-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor intensive specification in the Scope of Works.

13. Payment for items which are designated to be constructed labor-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labor-intensively will not be condoned and any works so constructed will not be certified for payment.

The Employer has the right whereas any measurements and/or payments were made before the final Payment Certificate to inspect it and if it is incorrect to correct it. The Employers has the right to remove and correct any work not complying with the specification before the submission of the last Payment Certificate.

DAWID KRUIPER MUNICIPALITY

CONTRACT NO. TN025/2023

REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

C2.2 BILL OF QUANTITIES

Contents

SUMMARY		Amount	
		R	c
1	SCHEDULE 1: PRELIMINARY AND GENERAL		
2	SCHEDULE 2: SITE CLEARANCE		
3	SCHEDULE 3: REFURBISHMENT OF WATER SUPPLY: LAMBRECHTSDRIFT		
4	SCHEDULE 4: REFURBISHMENT OF WATER SUPPLY: LEERKRANS		
5	SCHEDULE 5: SEALING OF CENTRAL RESERVOIR JOINTS		
SUB-TOTAL		R	
<p>* CONTINGENCIES Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.</p>		R	
TOTAL INCLUDING CONTINGENCIES		R	
VALUE ADDED TAX			
ADD: VAT at the rate of 15%		R	
TOTAL Carried to part C1.1 Form of Offer and Acceptance		R	
<p>CONTRACT PERIOD: WEEKS</p> <p>* Amount allowed for the use of the Engineer only.</p>			

**CONTRACT NO: TN025/2023:
BILL OF QUANTITIES**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1	SABS 1200A	SCHEDULE 1: PRELIMINARY AND GENERAL					
1.1	8.3	FIXED CHARGE ITEMS					
1.1.1	8.3.1	Contractual Requirements including Insurances	Sum	1			
	8.3.2	Establish facilities on site:					
	8.3.2.2	Facilities for the Contractor:					
1.1.2		a) Offices and storage sheds	Sum	1			
1.1.3		b) Living accommodation	Sum	1			
1.1.4		c) Ablution and latrine facilities	Sum	1			
1.1.5		d) Tools and equipment	Sum	1			
1.1.6		e) Water supplies, electrical power and communication facilities	Sum	1			
1.1.7		f) Access	Sum	1			
1.1.8	8.3.4	Removal of site establishment on completion works	Sum	1			
1.1.9		Implementation and adherence to the Occupational Health and Safety Act	Sum	1			
1.2	8.4	TIME RELATED ITEMS					
1.2.1	8.4.1	Contractual Requirements including Insurances	Sum	1			
	8.4.2	Operate and maintain facilities on site:					
	8.4.2.1	Facilities for Engineer (SABS 1200 AB)					
1.2.2	8.4.3	Supervision for duration of Construction	Sum	1			
1.2.3		Setting out of works	Sum	1			
1.2.4		Compliance with Occupational Health and Safety Act	Sum	1			
Total Carried Forward							

**CONTRACT NO: TN025/2023:
BILL OF QUANTITIES**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Total Brought Forward							
1.2.5		Marking and protection of survey pegs	Sum	1			
1.2.6		Determination and protection of existing services	Sum	1			
1.2.7		Provide as-build information by an surveyor in excel format for all valves, hydrants, bends, t-pieces, etc. with design data	Sum	1			
1.3		SUMS STATED PROVISIONALLY BY ENGINEER					
1.3.1		Employment of 12 temporary workers for duration of the Contract	Prov Sum	1	100 000	100 000	00
1.3.2	F.4.2	EPWP overalls and PPE for labour (for 12 persons)	Sum	1			
1.3.3		Hand excavation for location of existing services	m ³	25			
1.4		PROVISION FOR BANK GUARANTEE:					
1.4.1		For MOS material	Sum	1			
Total Carried Forward To Summary							

CONTRACT NO: TN025/2023:
BILL OF QUANTITIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2	SABS 1200C	SCHEDULE 2: SITE CLEARANCE					
2.1	8.3.1 (a)	Clear site of all plants, rubble, etc. 3.00m wide and remove material to a dumping site provided/identified by Engineer: Lambrechtsdrift, Leerkrans and Central Reservoir	m2	3500			
Total Carried Forward To Summary							

CONTRACT NO: TN025/2023:
BILL OF QUANTITIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3		SCHEDULE 3: REFURBISHMENT OF WATER SUPPLY : LAMBRECHSDRIFT (See drw DKM2023-CW01-2008-T0 & DKM2023-CW02-2008-T0)					
3.1		<u>REFURBISHMENT OF EXISTING WATER TREATMENT PLANT:</u>					
3.1.1		Refurbishment of existing plant performed by specialist nominated sub-contractor	Prov. Sum	1	R 1 600 000	R 1 600 000	00
3.1.2		Mark-up on Item 3.1.1	%	1 600 000			
3.2		<u>CONSTRUCTION WORK AT WATER TREATMENT PLANT:</u>					
3.2.1		Demolish existing roof structure at Plant and replace with new as per detail drawing inclusive of labour, materials	Sum	1			
3.2.2		Foundation Excavation and casting of new floor at sedimentation tanks as per detail drawing inclusive of labour and materials	Sum	1			
3.2.3		Replace existing plant door with new wooden type door	Sum	1			
3.2.4		Replace sink with new and installation tiling	Sum	1			
3.2.5		Installation of security fence as per drawing to match existing (Including of Barb Wire on top of the existing fencing: 200m)	Sum	1			
3.2.6		Provide new security lighting	Sum	1			
3.3		<u>SEALING OF JOINTS OF RAW WATER STORAGE RESERVOIR</u>					
3.3.1		Cleaning of Raw Water Reservoir	Sum	1			
3.3.2		Sealing of Raw Water Reservoir (Including Elevated Steel Panel Reservoir	Prov Sum	1	R 650 000	R 650 000	00
TOTAL CARRIED FORWARD							

TOTAL BROUGHT FORWARD						
3.4	SANS 1200DB	INSTALLATION OF WATER PRESSURE PIPELINES				
	8.3.2 (a)	EXCAVATIONS Trench excavation in all materials, backfilling, compacting and removal of surplus material for laying of water reticulation network for all diameter pipes specified for the following trench depths				
3.4.1		1.01 – 1.5m E.O item 3.5.1 for	m	300		
3.4.2	8.3.2	a) Hard Rock Excavation	m3	225		
		b) Excavate and dispose of unsuitable material from trench bottom	m3	225		
	SABS 1200 LB	MEDIUM PRESSURE PIPELINES				
		Upvc Pipes Supply, handle, lay and bed (Class C bedding), joint as described in notes on drawings, test and disinfect pipes for:				
3.4.3		a) 110 uPVC Class 12	m	150		
3.4.4		b) 160 uPVC Class 12	m	150		
		BEDDING Supply and compact bedding to 90% MOD AASHTO density with material:				
		From trench excavations:				
3.4.5	8.1.1 (a)	a) Bedding	m3	25		
	8.2.1 (b)	b) Blanket	m3	70		
		Import from commercial source:				
3.4.6		a) Bedding	m3	25		
		b) Blanket	m3	70		
TOTAL CARRIED FORWARD						
TOTAL BROUGHT FORWARD						
3.5		CONNECTION TO EXISTING SERVICES				

	Locate, excavate and expose existing water main sufficiently to allow for a connection point for the new water main, inclusive of all material, labour, cutting of pipes, couplings, other required fittings and specials necessary as well as the disposal of all surplus materials.				
3.5.1	Connecting to existing services: 110mm and 160mm pipes	Sum	1		
3.6	SUPPLY AND INSTALLATION OF SMART WATER METERS				
3.6.1	Supply and installation of smart water meters (ON-TEC type or Similar)	No.	230		RATE ONLY
Total Carried To Summary					

CONTRACT NO: TN025/2023:
BILL OF QUANTITIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4		SCHEDULE 5: REFURBISHMENT OF WATER SUPPLY : LEERKRANS (See drw DKM2023-CW03-2008-T0, DKM2023-CW04-2008-T0 & DKM2023-CW05-2008-T0)					
4.1		REFURBISHMENT OF EXISTING WATER TREATMENT PLANT (
4.1.1		Refurbishment of existing plant performed by specialist nominated sub-contractor	Prov Sum	1	R 1 600 000	R 1 600 000	00
4.1.2		Mark-up on Item 4.1.1	%	1 600 000			
4.2		CONSTRUCTION WORK AT WATER TREATMENT PLANT					
4.2.1		Construction of new roof structure as per drawing detail	Sum	1			
4.2.2		Foundation Excavation and casting of new floor at sedimentation tanks as per detail drawing inclusive of labour and materials	Sum	1			
4.2.3		Replace existing plant door with new wooden type door	Sum	1			
4.2.4		Replace sink with new and installation of tiling	Sum	1			
4.2.5		Installation of security fence: Diamond Mesh with Barb Wire on Top	m	250			
4.2.6		Provide new security lighting	Sum	1			
4.3		INSTALLATION OF WATER PIPELINES					
	SANS 1200DB	EXCAVATIONS					
		Trench excavations in all materials, backfilling, compacting and removal of surplus material for laying of water reticulation network for all diameter pipes specified for the following trench depths:					
4.3.1	8.3.2 (a)	1.01 – 1.5m	m	1350			
4.3.2	8.3.2	a) Hard Rock Excavations	m3	950			
TOTAL CARRIED FORWARD							

TOTAL BROUGHT FORWARD						
		b)Excavate and dispose of unsuitable material from trench bottom	m3	950		
	SABS 1200L	MEDIUM PRESSURE PIPELINES				
		HDPE and UPVC Pipes: Supply, handle, lay and bed (Class C bedding), joint as described in notes on drawing, test and disinfect pipes for:				
4.3.3	8.2.1	75mm HDPE Class 12	m	1350		
4.3.4	8.2.1	110mm UPVC Class 12	m	500		
4.3.5	8.2.1	160mm UPVC Class 12	m	850		
	SABS 1200 LB	BEDDING				
		Supply and compact bedding to 90% Mod AASHTO density with material:				
		From trench excavations:				
4.3.6	8.1.1 (a)	a)Bedding		105		
	8.1.1 (b)	b)Blanket		310		
		From commercial source:				
4.3.7	8.2.2.3	a)Bedding		105		
	8.2.2.3	b)Blanket		310		
4.3.8	8.2.2	SPECIALS AND FITTINGS				
		Extra Over for 4.3.3 to 4.3.5 for supply, lay and bed (Class C bedding), joint including cutting of pipes to lengths where required, test and disinfect for HDPE pipes:				
4.3.8.1		75mm x 90 degree Bend (HDPE)	No	5		
4.3.8.2		75mm Repair Couplings (Compression Fittings)	No	14		
4.3.8.3		110mm x 90 Degree Bends (uPVC)	No	5		
4.3.8.4		160mm x 90 degree Bends (uPVC)	No	5		
4.3.8.5		75mm Isolating Valves	No	2		
4.3.8.6		110mm Isolating Valves	No	2		
4.3.8.7		160mm Isolating Valves	No	2		
4.4		CONNECTION TO EXISTING INFRASTRUCTURE				
		Locate, excavate and expose existing water main sufficiently to allow for a connection point for the new water main, inclusive of all material, labour, cutting of pipes, couplings, other required fittings and specials necessary as well as the disposal of all surplus materials:				
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
4.4.1		Connecting to existing infrastructure services	Sum	1		
4.5		SUPPLY AND INSTALLATION OF SMART WATER METERS				
4.5.1		Supply and installation of smart water meters (ON-TEC type or Similar)	No	230		RATE ONLY
Total Carried To Summary						

**CONTRACT NO: TN025/2023:
BILL OF QUANTITIES**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		SCHEDULE 5: SEALING OF CENTRAL RESERVOIR JOINTS					
5.1		CLEANING AND SEALING ACTIVITY					
5.1.1		Cleaning of Storage Reservoir (including removal of storage water inclusive to full compliance to health and safety regulations)	Sum	1			
5.1.2		Sealing of Joints	Prov Sum	1	R 800 000	R 800 000	00
5.2		INSTALLATION OF VALVES					
		Locate, excavate and expose water main sufficiently to allow for the installation of non-return valves:					
5.2.1		Supply and installation of 2 x Non-Return Valves (400mm Diameter Pipes)	Prov Sum	1	R 200 000	R 200 000	00
Total Carried To Summary							

DAWID KRUIPER MUNICIPALITY

CONTRACT NO. TN025/2023

REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING
OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

C2.3 DECLARATION (In respect of completeness of Tender)

DAWID KRUIPER MUNICIPALITY
P.O. Box X6003
Upington
8800

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document containing **199 pages** in consecutive order upon which my/our tender for **CONTRACT NO. TN025/2023: REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA** has been based.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

TABLE OF CONTENTS **Pages**

C3.1 STANDARD SPECIFICATIONS	127
C3.1.1 LIST OF STANDARD SPECIFICATIONS.....	127
C3.2 PROJECT SPECIFICATIONS	128
C3.2.1 PART A : General.....	129 - 139
C3.2.2 PART B : Amendments to Standard and Specific Specifications	139 - 165
C3.3 ANNEXURES	

DAWID KRUIPER MUNICIPALITY

CONTRACT NO. TN025/2023

REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANTS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA

C3.1 STANDARD SPECIFICATIONS

C3.1.1 LIST OF STANDARDISED SPECIFICATIONS

1. SABS 1200

The standard specifications on which this contract is based are the **South African National of Standard Standardized for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS1200" has been changed to "SANS1200"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200).

2. Applicable SABS 1200 Standardized Specifications

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract document and shall apply:

SANS 1200	A	- 1986 :	GENERAL
SANS 1200	AB	- 1986 :	ENGINEERS OFFICE
SANS 1200	C	- 1980 :	SITE CLEARANCE
SANS 1200	D	- 1988 :	EARTHWORKS
SANS 1200	DB	- 1989 :	EARTHWORKS (PIPE TRENCHES)
SANS 1200	DM	- 1981 :	EARTHWORKS (ROADS, SUB-GRADE)
SANS 1200	G	- 1982 :	CONCRETE (STRUCTURAL)
SANS 1200	L	- 1983 :	MEDIUM PRESSURE PIPELINES
SANS 1200	LB	- 1983 :	BEDDING (PIPE)
SANS 1200	LC	- 1981 :	CABLE DUCTS
SANS 1200	LF	- 1983 :	ERF CONNECTIONS (WATER)
SANS 1200	M	- 1976 :	ROADS (GENERAL)
SANS 1200	ME	- 1981 :	SUB-BASE
SANS 1200	MF	- 1981 :	BASE
SANS 1200	MH	- 1996 :	ASPHALT BASE AND SURFACING

The following standardized Construction and management requirements for works contracts will also form part of this contract:

SANS 1921-1:2004 Part 1: General engineering and construction works

SANS 1921-2:2004 Part 2: Accommodation of traffic on public roads occupied by the contractor

SANS 1921-4:2004 Part 4: Third-Party management support in works contracts

SANS 1921-5:2004 Part 5: Earthwork activities which are to be performed by hand

SANS 1921-6:2004 Part 6: HIV/AIDS awareness

C3.2 PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of THREE parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

Part C contains the Particular Specifications relating to specific items on this project.

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

C3.2.1 **PART A: General**

Part A covers a general description of the project, the site and the geo-technical conditions, the available and required facilities, special characteristics of the Contract and the requirements to which the Contractor has to comply with. Reference is also given in Part A to other Specifications (if any) applicable on the Contract.

- PS 1 General Description of the Works
- PS 2 Description of Site and Access
- PS 3 Details of Contract
- PS 4 Construction Programme
- PS 5 Procedures during Construction
- PS 6 Site Facilities Available
- PS 7 Abnormal Rainfall
- PS 8 Time Related Items
- PS 9 Project Name Board
- PS 10 Protection from Storms and Floods
- PS 11 Existing Services
- PS 12 Accommodation of Traffic and Public Access
- PS 13 Setting out of Works
- PS 14 Temporary Office and Communication Facilities
- PS 15 Safeguarding of Material, Equipment and Property
- PS 16 Sanitary Conditions
- PS 17 Dealing with water of Trenches and Excavated Ponds
- PS 18 Construction in Confined Areas
- PS 19 Density Tests/Concrete Cubes
- PS 20 Pressure Tests
- PS 21 Community Liaison Officer (CLO)
- PS 22 Labor Intensive Activities
- PS 23 Excavation of Trenches and Ponds
- PS 24 Classes of Excavation
- PS 25 Manholes and Chambers
- PS 26 Quality Control by Engineer
- PS 27 Health and Safety Plan

C3.2.2 **PART B : Amendments to Standard and Specific Specifications**

Part B covers variations on and additions to the Standardized SABS 1200 – series of Specifications for Civil Engineering construction and other Standard Household Specifications and the Specific Specifications applicable on the Contract.

C3.2.3 **PART C : Specific Specifications**

Part C contains Specifications relating to specific items on this project.

PART A : **General**

PS 1 **GENERAL DESCRIPTION OF THE WORKS**

The work to be carried out under this Contract entails the construction of civil engineering services. The Dawid Kruiper Municipality proposes to install communal standpipes in various areas in the Dawid Kruiper Municipal area.

PS 2 **DESCRIPTION OF SITE AND ACCESS**

Construction takes place in the general vicinity of Lambrechtsdrift, Leerkrans and Upington Construction activities are to take place in existing residential areas and as such the Contractor is expected to be sensitive to public health & safety and to manage traffic and access control. The Contractor is also required to take the safety of the residents and their property into account during the planning and execution of the works.

PS 3 **DETAILS OF CONTRACT**

This Contract covers the supply of all materials, plant, equipment and labor for, and the installation of the following civil services as specified.

PS 4 **CONSTRUCTION PROGRAMME**

PS 4.1 **Format**

The programme will be set up in collaboration with the Engineer:

In addition to the requirements of Sub-Clause 5.6.2 of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form programmed into MS Project Office 2003 or 2010
- ii) show the various activities related to the time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities
- iv) baseline programme must be submitted and be updated with actual progress on a monthly basis to show actual progress vs the baseline

PS 4.2 Allowances

The Contractors programme shall take the following into consideration:

- i) expected normal climatic weather conditions
- ii) special non-working days as stipulated in the Contract Data
- iii) expected value of the work performed for each activity
- iv) stipulate any other information required by the engineer.

PS 5 PROCEDURES DURING CONSTRUCTION

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

- i) A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.
- ii) The Contractor to supply and keep on site an A4 triplicate site instruction book, which must be presented to the engineer at all site meetings and site inspections.
- iii) The Contractor to supply an A4 duplicate diary on site to be signed off by Engineers representative. The Contractor to keep daily diary, with at least the following information.
 - Weather condition
 - Record of any accidents and detail
 - Record of construction activities of the day with associated units" measures of progress for each activity.
 - Record of resources (labor, materials, plant, etc.) utilized for each day.
 - Information of any strikes
 - Any other relevant information

PS 6 SITE FACILITIES AVAILABLE**PS 6.1 Source of Water Supply**

The Contractor shall make his own arrangements with the local authority for obtaining water for construction and domestic purposes as well as toilet facilities as required by the Health and Safety Regulations. The Contractor shall pay for the water at the rates and tariffs as determined by the local authority, including the cost of supplying a temporary standpipe as required, all at his own expense.

PS 6.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of electrical power and is responsible for all costs incurred.

PS 6.3 Location of Camp and Depot

The Contractor will NOT be allowed to erect a construction camp or accommodation for labor on site during the execution of this contract.

The Contractor must make his own arrangements for a Site Office or Campsite in these areas. The camp and site shall be kept in a neat and orderly state at all times for the duration of the Contract. The Contractor shall make his own arrangements for the accommodation of labour in these areas.

PS 6.4 Spoil Sites

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Engineer.

PS 7 ABNORMAL RAINFALL

Refer to Contract Data – C1.2

PS 8 TIME RELATED ITEMS

An approved extension of time (other than an extension of time granted in terms of Clause 5.12 of the Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

PS 9 PROJECT NAME BOARD

Not applicable.

PS 10 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, storm water or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site. The preceding shall imply that the Contractor shall also be responsible for the necessary arrangements with regard to the provision of Special Risk Insurance to address any such of the abovementioned occurrences and sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for maintaining any such insurance during the full period of the contract.

PS 11 EXISTING SERVICES

The Engineer will provide available information regarding the location of the existing services and connections, **but:**

The Engineer does not accept responsibility for the accuracy of this information and it shall be the full responsibility of the Contractor to obtain Way Leaves from the Local Authorities or any other Service Provider Institutions (Eskom, Telkom, etc.) regarding any existing services that will have an impact on the Works or the execution thereof. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections and/or pipelines before commencing with construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer.

Whenever services are encountered which interfere with the execution of the Works and which require removing and relocating, the Contractor shall advise the Engineer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services that must be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the Board or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Engineer will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

PS 12 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow. The Contractor must make provision under the designated tariff in the Preliminary and General cost to allow for the following:

- i) To create temporary access for both vehicles and pedestrians
- ii) To provide detours where necessary
- iii) To provide, install and maintain traffic- and warning signs as required
- iv) To provide and maintain barricading and safeguarding of any open excavations or trenches

The price tendered shall include for all labor, plant, equipment, materials and overheads for conforming with these requirements.

PS 13 SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided in the Bill of Quantities. The Contractor shall provide one surveyor assistant per site to the Engineer or his representative during the works. The survey equipment must be available on site for the full duration of the works.

PS 14 TEMPORARY OFFICE AND COMMUNICATION FACILITIES

No office shall be specifically required for the Engineer or his representative, but the site office of the contractor must be made available and so equipped that the Engineer, his representative or the Community Liaison Officer can perform their work undisturbed at any time during the works. The Contractor shall make provision at his own cost for efficient communication between his site office and the office of the Engineer for the duration of the contract as provided for in the Preliminary and General Cost items.

PS 15 SAFEGUARDING OF MATERIAL, EQUIPMENT AND PROPERTY

The contractor is responsible to provide the necessary precautionary measures to ensure the safety and protect the Works against any losses and vandalism that can occur. The Contractor shall make provision at his own cost for precautionary safeguarding measures for the duration of the contract as provided for in the Preliminary and General Cost items.

PS 16 SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behavior that may cause contamination of the works or the surrounding area is strictly prohibited and the Contractor shall bear full responsibility to provide sanitary facilities in accordance with the regulations of Local Authorities and Specifications within the contract.

PS 17 DEALING WITH WATER OF TRENCHES AND EXCAVATED PONDS**PS 17.1 Abnormal Rainfall and Seepage**

The occurrence of rainwater and/or seepage in pipe trenches after abnormal rainfall shall be removed and treatment of water shall be executed by the Contractor at his own cost. The extension of time granted for abnormal rainfall conditions shall be taken as sufficient compensation for the removal of rainwater or seepage and/or for the treatment of water of trenches and ponds, as a result of seepage or rainwater accumulation after the occurrence of abnormal rainfall.

PS 18 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

PS 19 DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following item and/or stage. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the full-time instatement of the required testing equipment and for the cost of all required testing procedures to be carried out on site for the duration of the works.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Engineer for scrutiny and approval. The Engineer may order that further, control tests are to be taken.

The Engineer may order that control tests be taken by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Engineers and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. The required Cube tests and Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

PS 20 PRESSURE TESTS

The Contractor shall carry out pressure tests under the supervision of the Engineer on all sections of the pipelines. The Contractor must supply all the necessary equipment to execute the testing of the pipeline, joints, connections and fittings on site. The Contractor shall do the Standard Hydraulic Pipe Test in the presence of the Engineer or his representative. The test pressures for Class 9 pipes shall be 1.25 x pipe class. Only **70%** payment for installation of pipelines will be valued before completion of pressure test. Full payment for installation of pipelines will only be valued after completion of pressure tests according to the specified methods as stipulated in the relevant Standard Specifications (SABS1200).

PS 21 COMMUNITY LIAISON OFFICER (CLO)

The CLO official shall be identified by the Employer to act as a liaison person between the Contractor and the persons to be employed. The liaison officer must be appointed by the Contractor through a process of appointment and the job description is available from the Employer or the Employers Agent which must be communicated with him after appointment. The CLO's salary will be paid by the Contractor and a Provisional Sum has been allowed for this purpose under the Preliminary & General Items.

PS 22 LABOUR INTENSIVE ACTIVITIES

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid in envelopes to the labourers and formal Labour-contract documentation must be in place during the construction period.

The appointment of Local Labour shall adhere as far as possible to the requirements stipulated by the EPWP Requirements for the full duration of the works.

Reporting of Job Opportunities

The contractor shall be responsible to submit together with his monthly performance claims a complete detailed record of all labour on site to the Engineer for the processing of monthly payment certificates and failure to do so will result in a breach of contractual compliance and nor the Employer nor his agent will be held liable for late payments to the Contractor.

When reporting labour, the Contractor shall provide a name, identity number and signed pay slip for each and every temporary labourer employed during each month. A template will be provided to the contractor to record this information on a monthly basis. (Refer to Annexure B)

The following activities must be executed with local labour:

- i. The normal handling, installation and testing of the pipes.
- ii. Placing and preparation of bedding and blanket material.
- iii. Compaction of bedding and blanket material.
- iv. Building of manholes, concrete inlet/outlet structures
- v. Repairs to fences and gates
- vi. Final site clearance
- vii. General labour

PS 23 EXCAVATIONS OF TRENCHES

The following rules must apply for the excavation of trenches:

- The maximum allowable open trench length is 100m and provision must be made by the Contractor for the safe enclosure of open trenches according to the relevant regulations for the full duration of the contract.
- The trenches must be excavated according to the constant depth principle to maintain a cover over

- the pipe of at least 500mm irrespective of the pipe diameter.
- Bedding will be aligned to form smooth transitions of levels from point to point to avoid local high points on any pipe line.
- No open excavations will be allowed over weekends, non-working days or public holidays and must be temporarily backfilled before such event if the work is not completed.

PS 24 CLASSES OF EXCAVATION

Estimated quantities of expected hard rock excavations are provided in the Schedule of Quantities and materials shall only be classified as either soft excavation or hard rock material for the purpose of this contract and shall be classified as such by the Engineer on site.

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

i. Hard rock excavation

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting. The responsibility rests with the Contractor on the method to be used to perform hard rock excavations and should the Contractor choose a method other than blasting, the rates for both the alternative method and for blasting must be provided for in the Schedule of Quantities. The method of hard rock excavation must be agreed upon by the Contractor and the Employer or the Employers Agent after a written request with sufficient motivation is submitted to the Engineer before any hard rock excavations is performed by the Contractor on site. The Contractor shall bear full responsibility to provide any substantiating and/or necessary documentation with regards to blasting and/or alternative hard rock excavation methods to the Engineer in writing for his approval.

ii. Intermediate excavation

No provision shall be made for the classification of Intermediate material for the purpose of this contract.

iii. Soft excavation

Soft excavation shall be all material not falling into the category of hard rock excavation.

PS 25 CONNECTION TO EXISTING WATER MAINS

The rate tendered shall cover all costs for exposing the existing water main, material, labour, plant, equipment and disinfection required in making the complete connection, and for liaison with the Dawid Kruiper Municipality.

The Contractor shall liaise with the Dawid Kruiper Municipality regarding the time and manner of making the connections.

PS 26 QUALITY CONTROL BY THE ENGINEER

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and execute his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 10 % mark-up. However, in the case where the Contractor fails to comply with the required quality control measures during the execution of the works, the Contractor shall be liable for all costs resulting from quality control test and/or inspections carried out by the Engineer.

PS 27 HEALTH AND SAFETY PLAN

The contractor, his/her management and/or any of his/her personnel must comply to all the regulations as shown in the Occupational Health and Safety law 85 of 1993 before any access to the site may be granted by the Employer or the Employer's agent. These regulations must be submitted in writing to the Dawid Kruiper Municipality.

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer or the Employer's agent and which will be kept and maintained on site by the Contractor for the full duration of the works.

The health and safety plan shall include, but not be limited to, the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include, but not be limited to:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
 - Security, access, control and the exclusion of unauthorized persons.
- The provision and use of temporary services;
- Compliance with way-leaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan during execution of the works.

PS 27 ENVIRONMENTAL REQUIREMENTS

Removal of solid waste from campsites to a licensed municipal solid waste site should be conducted for the duration of the contract.

Sufficient temporary sanitation facilities (including the maintenance thereof) of a type approved by the Engineer should be made available at the workface as well as on the static sites for the duration of the contract.

PS 28 ACCESS TO PROPERTIES

The contractor shall organize the work to cause the least possible inconvenience to the residents. This contract takes place within existing residential areas.

The Contractor is expected to take photo records of all existing fences and other infrastructure or

property in the vicinity of the works. The tenderer will be responsible for the maintenance and immediate repair of any damage that occur as well as for the actions of his personnel who occupy this site if photo records cannot be presented to proof that the damage was not as a result of construction activities or due to the act of the Contractor or his employees.

PS 29 SUBCONTRACTORS (NOMINATED OR APPROVED)

The Contractor shall be responsible for work carried out by both nominated and approved sub-contractors on his behalf.

The Engineer will not liaise directly with such sub-contractors. Problems related to payments, programming, workmanship, etc., shall be the concern of the Contractor and the sub-contractor, and the Engineer will not become involved.

PS 30 STANDING TIME

Standing time will only be considered when work is suspended by the written order of the Engineer. The Contractor shall not be entitled to recover any standing costs unless he provides full details in writing to the Engineer within 48 hours of the Engineers order.

Standing time will not be considered when work is suspended as a result of inclement weather or default on the part of the Contractor.

PS 31 SITE MEETINGS

The Engineer shall hold monthly site meetings and keep and circulate minutes of these proceedings. The Contractor **will** attend and will ensure that all sub-contractors are represented.

PS 32 RESTRICTED AREAS

The contractor and his workers shall remain within the demarcated area of the construction site.

PS 33 INTERFACING WITH OTHER CONTRACTORS / SUBCONTRACTORS

Other contractors or subcontractors may be operating on the Site in close proximity to the works during the construction period. The Contractor is to take cognizance of this and specify what restrictions (if any) are to apply. A spirit of good co-operation is expected from the Contractor.

PS 34 MINIMUM NUISANCES TO PERSONS FROM THE SURROUNDING AREA

The Contractor is to ensure that he causes an absolute minimum nuisance to persons from the surrounding area by complying strictly with the following:

- Work to be executed only between the hours of 07h00 and 18h00.
- The works to be continuously and adequately watered as a means of dust suppression if required by the Engineer.
- The contractor must arrange his works in such a manner as to safely accommodate road traffic under all working conditions.

PS 35 BORROW PITS

No borrow pits or sand quarries have been specifically allocated for this contract.

Tenderers are to take note that the **commercial** exploitation of quarries/dry river beds requires a mining license from the Department of Minerals and Energy Affairs.

The provision of a suitable supply of bedding material is entirely the Tenderers responsibility and he must make all necessary arrangements in this regard. All costs in relation to the supply of such materials must be included in his rates entered into the Bill of Quantities. No additional payments in this regard will be made over and above that measured.

PS 36 SPOIL MATERIAL

No indiscriminate spoiling of material is permitted. The Contractor shall make arrangements with the Employer for sites suitable for spoiling surplus or unsuitable materials.

Spoiling shall comply with the applicable statutory and regional regulations.

PS 37 DRAWINGS

All information in the possession of the Contractor that is required by the Engineer to complete the as-built drawings must be submitted to the Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so ordered by the Engineer. The Engineer will provide the dimensions that may have been omitted from the drawings.

PS 38 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract to safeguard the works, municipal operational staff, other contractors and the public.

Notices, signs and barricades as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer has 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 anyway prove to be unsatisfactory, inconvenient or dangerous to the parties mentioned.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

PS 39 TRANSPORT OF MATERIAL

All costs for transporting materials, including overhaul to spoil, 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 40 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at its own expense, institute a quality-control system and provide suitably qualified and experienced Engineers, foremen, surveyors, 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 cost of supervision and process control, including testing carried out by the Contractor, will 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 required. The Contractor shall, at its own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

PART B : Amendments to Standard and Specific Specifications

The following variations and additions to the SABS 1200 Standardized Specifications referred to in Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixed respectively indicate the relevant Standardized Specification and clause numbers in SABS 1200.

SABS 1200A: GENERAL

PS A 1 SCOPE

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PS A 2 INTERPRETATIONS

PS A 2.3 DEFINITIONS

IN THE OPENING PHRASE, INSERT THE WORDS: "the definitions given in the Conditions of Contract and" BETWEEN THE WORDS "specification" AND "the following".

(a) General

ADD THE FOLLOWING DEFINITIONS:

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

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

(b) 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 variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

„Time-related charge": A charge, the amount of which varies in accordance with the Time for Completion of the Works, 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.""

PS A 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-coordinating Specification."

PS A3 MATERIALS

PS A 3.1 QUALITY OF MATERIALS

Add the following:

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the Specification.

All references to Standard Specifications are to be the latest amendment to such specifications.

Materials bearing the SABS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Engineer may in his discretion require any material not bearing such mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out to the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification shall be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Engineer for his approval and the material supplied under his contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the Tenderers, who shall remove them when called upon to do so by the Engineer.

PS A 2.3 DEFINITIONS

IN THE OPENING PHRASE, INSERT THE WORDS: "the definitions given in the Conditions of Contract and" *BETWEEN THE WORDS* "specification" *AND* "the following".

(a) General

ADD THE FOLLOWING DEFINITIONS:

""General Conditions" and „Conditions of Contract": The General Conditions of Contract

specified for use with this Contract, together with the Special Conditions of Contract as applicable.

„Specified": As specified in the Standardized 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 variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

„Time-related charge": A charge, the amount of which varies in accordance with the Time for Completion of the Works, 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.""

Add the following new sub-clause:

PS A 2.3.1 DELAY DUE TO SUPPLY OF MATERIALS AND ORDERING

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers for the materials required under his contract as soon as possible after the acceptance of this tender.

The Contractor shall, by producing copies of written orders or written enquiries for supplies, prove to the satisfaction of the Engineer that any delay occasioned by non-availability of materials has been caused by the inability of suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for supplies, before any extensions of the contract time will be allowed due to such delays.

The quantities set out in the Schedule of Quantities have been clearly determined 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.

PS A 2.4 ABBREVIATIONS(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-coordinating Specification."

PS A 3 MATERIALS**PS A 3.1 QUALITY**

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1 :

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark."

ADD THE FOLLOWING SUB-CLAUSES TO SUBCLAUSE 3 :

PS A 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 of its compilation but are to be considered as approximate quantities only. Before ordering materials of any kind, the Contractor shall be solely responsible for determining, from the drawings issued or approved by the Engineer for construction purposes, the actual quantities of materials required for the execution of the Works. No liability or responsibility whatsoever shall be attached to the Employer or the Engineer in respect of materials ordered by the Contractor except when ordered in accordance with the drawings issued or approved by the Engineer for construction purposes.

PS A 4 PLANT

PS A 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act (Act No. 85 of 1993) as amended.

The Contractor shall at all times and at its own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other Plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUBCLAUSE 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUBCLAUSE

4.2 AND ADD THE FOLLOWING:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

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

Add the following new sub-clause:

PS A 4.3 CONSTRUCTION PLANT

Construction plant, where the use thereof is permitted, shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair.

PS A5 CONSTRUCTION**PS A 5.1 SURVEY****PS A 5.1.1 Setting out of the Works**

The Contractor shall be responsible for the setting out of the works with reference to pegs and benchmarks. The Contractor shall arrange with a registered land surveyor to set out reference points and benchmarks at his own expense. The Contractor will survey the area after completion of the works and supply the data to the Engineer. All costs for setting out and any surveys required as stated above will be assumed to be included in the rates.

PS A 5.1.2 Preservation and Replacement of Survey Beacons and Pegs Subject to the Land Survey Act

DELETE THE WORDS: "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS: "under the direction of" IN THE SAME SENTENCE WITH: "in consultation and liaison with".

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of any thereof which the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the Registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account; provided always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the Permanent Works ; and
- (b) the Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond its control."

PS A 5.2 Watching, Barricading, Electric Lighting and Traffic Crossing

Add the following to A 5.2:

“The crossing of existing entrances to sites and streets must be done so that free access is ensured at all times.

The crossing of roads with services must be done in half-widths to ensure vehicular access at all times. Traffic control shall be done with Stop/Go sign control with the relevant road signs during daytime. The Contractor must use hazard lights to warn traffic at night. All excavations must be marked with reflective delineators, reflecting tape and warning signs to the satisfaction of the Engineer.

Road traffic signs shall comply with the requirements of the “South African Road Traffic Signs Manual” and shall be approved by the Engineer before construction commences.

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians.”

PS A 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE: “Machinery and Occupational Safety Act, 1983, (Act No. 6 of 1983)” WITH: “Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended,” AND INSERT THE FOLLOWING AFTER “(Act No. 27 of 1956)”: “as amended”.

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of this sub-clause with the following:

PS A 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**PS A 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Engineer offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of Site and the provision and utilization of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of Sub-clauses 4.4 and 5.1.2.2 of SABS 1200D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a Known Service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Engineer immediately any such service is encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to:

- (a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated ; and
- (b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this clause ;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection ;

Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided therefore in the respective sections of the Specifications pertaining to the type of work involved.

PS A 5.4.2

Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all Known Services during the period which the Contractor has occupation and/or possession of the Site

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from for the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

PS A 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 the Contractor damages existing services, he shall immediately inform the Engineer or the relevant authority and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

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

PS A 5.6**Pollution**

The Contractor's attention is drawn specifically to dust disturbance, due to the fact that the works takes place in an existing residential area (See SD D 5.1.4.1).

PS A 5.7**SAFETY**

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at its own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items):

- (a) Provide to its Employees on the Site of the Works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times ; and
- (b) Provide, install and maintain on all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the Site, as well as the general public ; and
- (c) Implement on the Site of the Works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times ; and
- (d) Implement all necessary measures as to ensure compliance of the Act by all subcontractors engaged by the Contractor and their employees engaged on the Works ; and
- (e) Comply fully with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the Site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the Site of all parts of the Site and shall co-operate fully in such inspections and shall make available for inspection, all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 42 of the Conditions of Contract, be entitled to suspend progress on the Works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the Works or any part thereof is suspended by the Engineer in terms of this clause and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 46(1) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified Due Date for Completion in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Sub-Clause 58(1)(b)(vi) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 58."

Add the following new sub-clause:

All work and particularly work carried out in the proximity of buildings, bridges, tanks or other structures shall be carried out in conformance with the regulations framed under the Occupational Health and Safety Act, 1993 and the Minerals Act, (Act 50 of 1991) (including shoring where

necessary) to ensure the safety of structures that are risk.

The Contractor shall make available for the duration of the contract safety helmets, gumboots and any other necessary safety equipment for sole use by the Engineer and his representative(s).

Add the following new sub-clause:

PS A 5.9 SECURITY

PS A 5.9.1 Security of Contractor's Plant and Personnel

The Contractor shall note that, notwithstanding any insurance which may be by the Employer, the Contractor shall be responsible for the effecting of safety and security of plant and personnel on and around the site of the works, and that no claims in this regard will be entertained by the Employer.

The sum entered by the Contractor in the Schedule of Quantities for effecting of safety and security of plant and personnel on and around the site of the works shall be deemed to include full compensation for all the necessary to affect the safety and security including, where necessary, the employment of the services of a security organization.

ADD THE FOLLOWING SUB CLAUSES TO CLAUSE 5:

PS A 5.10 SITE MEETINGS

Only the Contractor or its authorized agent will attend regular site meetings, which shall normally be held twice a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, and safety etc., shall be discussed, but not matters concerning the day-to-day running of the Contract.

PS A 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

PS A 6.4 USE OF TOLERANCES

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 „authorized“ 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 „authorized“ dimensions.

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

When the work is not constructed in accordance with the 'authorized' 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 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PS A 7 TESTING

PS A 7.1 PRINCIPLES

PS A 7.1.2 Standard of Finished Work Not to Specification

INSERT THE WORDS "or checks by an approved laboratory ..." AFTER THE WORDS

"Where the Engineer's checks ..." IN THE FIRST LINE OF SUBCLAUSE 7.1.2.

PS A 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract ;
- (b) any testing laboratory owned, managed or operated by the Employer or the Engineer ;
- (c) any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer .

A 8: MEASUREMENT AND PAYMENT PS A

MEASUREMENT AND PAYMENT

PS A 8.1 MEASUREMENT

PS A 8.1.1 Method of Measurement, All Sections of the Schedule

DELETE THE WORDS: "and South West Africa".

PS A 8.1.2 Preliminary and General Item or Section PS A

8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the Fixed, Value-related and Time-related components of the Contractor's Preliminary and General costs."

AND REPLACE THE WORDS "substantial completion" IN SUBCLAUSE 8.1.2.1(c) WITH

"Certificate of Completion".

PS A 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, 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 Conditions of Contract and of this standardized specification ; and
- head-office and site overheads and supervision ; and
- profit and financing costs ; and
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work ; and
- providing such facilities on Site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, 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 for the cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition.
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the Site on completion of the Contract."
- providing security for Contractor's Plant and Personnel
- compliance with Occupational Health and Safety

PS A 8.2 PAYMENT**PS A 8.2.1 Fixed-Charge and Value-Related Items**

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PS A 8.2.1.1 Fixed Charge Items

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

- (a) EIGHTY PERCENT (80%) of the sum tendered will be paid when the facilities have been provided and approved; and
- (b) The remaining TWENTY PERCENT (20%) will be paid when the Works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the Works finally executed or the Time for Completion vary in any way from that specified in the Tender.

PS A 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of Sub clauses 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 value of the progress of the Works as a whole.

PS A 8.3.2.3: Access

Add the following to A 8.3.2.3:

In addition to the above, the tendered rates for A 8.3.2.2 (i) must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract.”

PS A 8.7: Day work

Add the following:

“Day work will be paid according to the percentage allowance method for items not included in a Schedule of Day work rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Civil Engineering Work, Second Edition (2010) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A day work schedule will be provided for filling in the necessary information. A working day will consist of 9.25 hours per day only.”

Add the following sub-clause to A 8.7:

PS A 8.7.1: Standing time cost

- | | |
|--|-------------------|
| a) Equipment | Unit: working day |
| b) Labour | Unit: working day |
| c) Other resources (to be specified by Contractor) | Unit: working day |

The tendered sum for each item shall include full compensation for all standing time costs of the specified resource of whatever nature and approved by the Engineer, which are not recoverable by way of the provision made in SD A 8.2.5 for the adjusted payment of time-related items.

For purpose of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9.25 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for part of a day, will be made pro-rata in proportion to an appropriate factor assessed by the Engineer.

The amounts by which the standing time costs are adjusted shall be subject to the contract price adjustment formula as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which in the opinion of the Engineer, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor’s control. This item shall also apply to standing time incurred as a result of labor boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labor for the time of the boycott.

Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of clause 9.1 of the general conditions of contract.

The Contractor shall take note that no payment will be considered for additional cost or time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in protecting his equipment and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials

supplied and the works.

In the event that Clause 5.13 of the General Conditions of Contract becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Engineer.

PS A 8.8.2: Accommodation of traffic

Unit: Sum

Add the following to A 8.8.2:

“Separate items are measured for traffic accommodation for the various activities for which it will be required. These are as listed later in this clause.

For all of these items the tendered rate covers all costs in respect of supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights and flagmen that are required for the protection and safe-guarding of the works (all as per the S.A. Road Traffic Signs Manual Vol.2 Chapter 13), for making the necessary traffic arrangements and arrangements with regards to the regulations in respect of moving and/or the re-erection of existing road signs, as well as other costs that may arise during construction in respect of the traffic. No old style signs shall be permitted.”

PS A 8.8.5 Cost of survey-beacons, benchmarks, boundary pegs: locate, protect and re-establish

Unit: Sum

Replace A 8.8.5 with the following:

“The amount covers all cost in respect of labor, materials and equipment needed for the finding, noting and compilation of a list and protecting of pegs, all of which are described in Clause 5.1.2 of SABS 1200 A.”

PS A 8.9 Implementation and Adherence to the Occupational Health and Safety Act

Unit: Sum

The tendered sum for each item shall include full compensation to cover all requirements as specified in the Health and Safety Specifications – Annexure A in Part C3.6.

AB: ENGINEERS OFFICE

AB 3: MATERIAL

PS AB 3.1: Name boards

Not Applicable.

AB 5: CONSTRUCTION

PS AB 5.1: Name boards

Add the following to AB 5.1:

The Contractor will not be permitted to erect his own name boards.

PS AB 5.5: Survey Assistants

Substitute “two or more suitable educated survey laborers” in the first sentence of AB 5.5 with “two semi-skilled laborers.”

PS AB 5.6: Survey Equipment

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- 1) Automatic level with tripod and staff.
- 2) 3 No ranging rods.
- 3) All steel and wood pegs, concrete, hammers, picks, etc. that the Engineer may require.
- 4) Steel tape of 50m length.
- 5) Measuring wheel.
- 6) Protective Clothing

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall provide proof, at the start of the contract, than an acceptable institution has recently serviced the tachometer and level.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard. The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

C: SITE CLEARANCE**PS C 3: MATERIAL****PS C 3.1: Disposal of material**

Substitute the first sentence of C 3.1 with the following:

"Material obtained from clearing and grubbing, demolition of concrete structures and brickwork, dismantling of pipes and removal of any items shall be disposed of off-site at a spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the Engineer. All transport costs shall be included in the rates tendered for site clearance."

PS C 5: CONSTRUCTION**PS C 5.1: Areas to be cleared and grubbed**

Substitute the first sentence of C 5.1 with the following:

Only areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the Engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

PS C 5.2.3.2: Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

A penalty of R150-00 per tree for tree damages and/or removed shall be charged.

PS C 5.3: Clearing

Add the following to C 5.3:

Damages that occur to the removed fence shall be at the Contractor's expense and no additional payment shall be made in this regard.

PS C 5.6: Conservation of topsoil

Add the following sentence to C 5.6:

All topsoil, if any, removed to a nominal depth of 150mm shall be preserved for re-use and erosion thereof shall be prevented. Measurement and payment shall be in accordance to C 8.2.10.

C 8: MEASUREMENT AND PAYMENT**C 8.2: SCHEDULED ITEMS**

Add the following payment items:

PS C 8.2.1 Clear and Grubb in: Unit: m² or m

The clearing operation will be decided into the following sections as listed below:

- (a) Site
- (b) Pipe servitudes (3m wide)

PS C 8.2.11 Remove from site and dispose of rubble Unit: m³

The rate shall cover the cost of dismantling, demolishing of all structures and foundations, the additional costs for precautions required during the demolition and loading operations, all excavations and backfilling as required and the cost of loading, transporting and dumping of the material at a dump site to be identified by the contractor.

DB: EARTHWORKS (PIPE TRENCHES)**PS DB 3.1: Classes of excavation**

Add the following to DB 3.1:

For the purposes of measurement and payment in this contract, intermediate and boulder excavation are to be classified as soft excavation. All material in any excavations for any purpose including restricted excavation will be classified as follow:

a) Hard Rock Excavation

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic meters in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting.

b) Soft Excavation

Soft excavation shall be all material not falling into the category of hard rock excavation. Intermediate excavation will also be considered as soft excavation.

PS DB 3.5: Backfill Materials

Add the following to DB 3.5:

“Rocks and rubble removed from the trench exceeding 150mm in diameter will be deemed unsuitable for backfilling above the bedding (cradle and blanket) and should be separated and removed to spoil.”

DB 3.6: Materials for reinstatement of roads and paved areas PS**DB 3.6.1: Sub base and Base**

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub base pavement layer(s) shall be set aside and used in the reconstruction of the sub base layer. Where applicable, new material complying with the requirements of SABS 1200 MF, shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub base layer shall be made up by the use of material complying with the requirements of SABS ME.

PS DB 3.7 SELECTION

Add the following:

“Where suitable backfilling material is available in layers of 150mm or more, it will be separated during excavation and utilized for backfilling. Should this material not be utilized, an estimation of the available quantity will be made and deducted from the material which was imported.”

DB 4: PLANT**PS DB 4.1: Excavation equipment**

Add the following to DB 4.1:

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

DB 5: CONSTRUCTION**DB 5.1: Precautions****PS DB 5.1.2: Storm water, seepage and dewatering of excavations**

The Engineer may instruct the Contractor to place a layer of crushed stone bedding (150 mm minimum thickness or as specified) on the bed of the trench. If the conditions remain unstable due to the condition of the material and degree of saturation, the Engineer may instruct the Contractor to place a geotextile membrane underneath the layer of crushed stone.

After placement of the stone bedding, geotextiles must be folded over with a minimum overlap of 300mm to form a closed subsoil drain. The crushed stone bedding and geotextile will only be measured when instructed in writing by the Engineer.

PS DB 5.2: Minimum base widths specified

Substitute paragraph (b) of DB 5.2 with the following:

The minimum base width for all pipes with a diameter less than 125mm shall be 600mm plus the outside diameter of the pipes, irrespective of the depth at which they are laid, except for subsurface drains where the width shall be 400mm and for house water connections where the width shall be 300mm.

Bedding is required for all pipes to be installed, except for subsurface drains.

PS DB 5.4: Excavation

Add the following to DB 5.4:

Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a way as to ensure the least possible disruption to the public and entrances to properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

PS DB 5.5: Trench bottom

Substitute "90%" in the second paragraph of DB 5.5 with "93% (100% for sand)".

DB 5.6: Backfilling**PS DB 5.6.2: Material for backfilling**

Substitute "from trench excavations" in the first paragraph of DB 5.6.2 with "from trench excavations or other excavations on the site of works."

Add the following:

All trenches underlying or adjacent to streets shall be backfilled with sand compacted to 100% of the modified AASHTO density, to the bottom of the sub base.

PS DB 5.6.3: Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site and levelled off.

DB 5.7: Compaction**PS DB 5.7.2: Areas subject to traffic loads**

Add the following to DB 5.7.2:

All pipe trenches that fall in the street reserves will be regarded as areas subject to traffic loads. Sand backfilling shall be compacted to 100% of the modified AASHTO density.

DB 8: MEASUREMENT AND PAYMENT**PS DB 8.1: Basic principles**

Delete "along the route of the pipeline" in DB 8.1.1.

PS DB 8.1.2 (b): *Replace the depth increments of 1m with 0.5m for excavation, where applicable.*

DB 8.2: Computation of quantities**PS DB 8.2.4: Shoring**

Add the following to DB 8.2.4:

No payment will be made in respect of this and all costs will be deemed as covered by the rate for excavation.

DB 8.3: Scheduled items**PS DB 8.3.2: Excavation****PS DB 8.3.2 (a): Trench excavate in materials, backfill, compacting and removal of surplus material for pipes** **Unit: m**

Add the following to DB 8.3.2 (a):

The depth of excavation in street reserves shall be measured from the final finished level of the road reserve profile to the invert level of the pipe.

The rates for trench excavation must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling and compacting the material to 90% (100% for sand) of Mod AASHTO at a spoil site as described in SD D 5.2.2.3. The backfill material must be compacted to 93% Mod AASHTO (100% for sand) in all backfilling of trenches.

The rate for excavation for subsurface drains shall cover the costs of excavation and spoil of surplus material and the supply of suitable free draining sand to be placed directly above the geotextile up to 200 mm below the final surface levels.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal.

The rates are to allow for excavation in the classes of material as referred to in SD D 3.1.2 as well as excavation and disposal of unsuitable material from the trench bottom. There will be no extra-over payment in terms of intermediate or boulder excavation, but only for hard-rock (blasting) excavation.

PS DB 8.3.2 (d): Excavation by hand to expose existing services *Unit: m³*

The provisions of sub-clause SD D 8.3.8.1 (c) shall apply mutatis mutandis.

DB 8.3.3: Excavation Ancillaries**PS DB 8.3.3.3: Compaction in road reserves**

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket. The volume measured for payment under this item will be determined from the final finished level. No payment will be made where sand, compacted to 100% of Mod AASHTO is used for backfill. All type A3 sands will qualify as sand. This item is only payable if the compaction effort requirement is greater than that specified in SD DB 8.3.2. This item is applicable only to the pipe trenches that cross the roads.

PS DB 8.3.3.4: Overhaul *Unit: m³ or m³km*

No overhaul will be measured or paid and all haulage will be regarded as free haul.

DB 8.3.5: Existing services that intersect or adjoin a pipe trench**PS DB 8.3.5 (a): Services that intersect a trench****Unit: No***Add the following to DB 8.3.5 (a):*

Existing services with a depth of covering exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the cost of the following:

- (i) Sufficient photos of existing services being taken and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services.
- (ii) Reinstatement of existing services damaged by the Contractor.
- (iii) Reinstallation of services which were removed by the Contractor.

PS DB 8.3.5 (b): Services that adjoin a trench*Unit: No or m**Add the following to DB 8.3.5 (b):*

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment for this will be made.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the Bill of Quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the services will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and the natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that will therefore be paid for, is therefore one on each side.

DB 8.3.6: Finishing**PS DB 8.3.6.1: Reinstatement of road surfaces complete with all courses****Unit: m²**

The layer works to be allowed for under this item are as follows below. The costs of the imported material to be used in terms of SD DB 3.6.1 and SD DB 5.9.4, and for surfacing to be included in this rate are:

For roads: 150 mm G4 base course 150 mm G5 sub-base

For sidewalks: 100 mm G5 sub-base

Should the layer works for reinstatement at certain locations be changed, on instruction by the Engineer to suit the existing, the rate will be adjusted accordingly.

PS DB 8.3.8: Handling of ground water in the trench

The rates for excavation must include any costs for action needed to deal with water in the excavation.

Where instructed by the Engineer, a layer of crushed stone will be put down to stabilize the trench bed. The volume will be calculated according to the length of the trench, the specified minimum width and prescribed thickness.

The tendered rate shall provide for all additional excavations, and the preparation of the trench bed to allow for the layer of stone, the removal of unsuitable material, the provision and placing of 150 mm layer of crushed stone for the prescribed width as well as any other action needed to stabilize the trench.

If the Engineer instructs the use of geotextile, it will be measured per area.

The rate must include all costs for the provision and placing of material and losses for excavation that are bigger than prescribed.

a) Provision and placing of crushed stone unit: m³

b) Provision and placing of geotextile unit: m²

PS DB 8.3.9: Finishing of cut and fill slopes

Unit: m²

The area to be measured for payment is the side slopes from the base to the worked ground levels.

The tendered rate must cover the costs to finish the side slopes to the grades, levels, widths and heights (as indicated on the cross-section), compaction of the slopes to required densities and any other action required to finish the slopes to achieve a neat result to the satisfaction of the Engineer.

L: MEDIUM PRESSURE PIPELINES

L3: MATERIAL

PS L 3.1: General

Add the following to SD L 3.1:

All brass fittings shall be SABS approved and manufactured from DZR brass. Compression fittings for HDPE pipes must be in accordance with the Particular Specifications.

PS L 3.3: C.I. pipes, fittings and specials

In the second sentence:

Change "AC pipes" to "uPVC pipes".

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting

PS L 3.4: Steel pipes, fittings and Specials PS L 3.4.3:

Pipes of nominal bore over 150 mm

Replace L 3.4.3 with the following:

All pipes shall be manufactured from Stainless Steel S/S316. The pipes and specials are to be welded and manufactured according to the requirements of SABS 719 Grade B.

Hydraulics tests, according to SABS 719, shall be carried out on all pipes prior to dispatch from the manufacturer's workshops. The welding, protective painting, etc. shall be inspected and tested by the SABS or an approved independent inspection company. The test certificate shall be submitted to the Engineer upon delivery of the pipes to the site.

PS L 3.8.3: Flanges and Accessories

Change "SABS 1123" to "the applicable table in SABS 1123" and delete the words "or BS 4504"

PS L 3.8.4: Loose flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

Bolts and nuts shall comply with the requirements of SABS 135.

PS L 3.9.5: Joints, Bolts, Nuts and Washers

Substitute L 3.9.5 with the following:

All joints, bolts, nuts and washers shall be stainless steel.

PS L 3.10: Valves

Add the following to L 3.10:

PS L 3.10.1: Valves

1. All gate valves shall comply with the requirements of SABS 664, shall bear the SABS mark, and shall be suitable for a working pressure of 1,6 MPa (i.e. Class 16).
2. Valves to be approved and matching or better the specification of AVK resilient seal types.
3. Valves shall be clockwise opening / anti-clockwise closing.
4. Direction of opening to be clearly marked on valve body or spindle cap.
5. Valves shall be heavy duty, class 16.
6. Valves shall have non-rising spindles.
7. Valves shall be fitted with cast iron cap tops, secured with retaining bolts.

8. Valve chambers shall be constructed in accordance with the detail drawings.
9. Valve belltobies shall be cast iron but caps to be non-ferrous to the local authority's approval.
10. Valve covers and shall protrude above ground level in non-paved areas.
11. All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3.
12. Pipes shall not be tested against a closed valve.
13. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.
14. Valves to be installed such that spindle top is not more than 500 mm below valve cover.

PS L 3.10.2: Fire Hydrants

1. Fire hydrants shall be AVK type and shall be installed in accordance with SABS 1200, comply with the local fire department standard regulations, and approved by the local authority.
2. All fire hydrants shall be 65 mm diameter (internal).
3. Outlets shall be 2½" London round thread to BS 750 (Gunmetal outlet) with loose cap & galvanized securing chain.
4. Hydrant spindles shall be provided with cast iron caps, secured with retaining bolts.
5. Hydrants shall be clockwise opening / anti-clockwise closing.
6. Coating – Internal and external, electrostatically applied.
7. Hydrant must be fitted with an auto-frost drain valve. (Nylon 6.6 body and plunger with NBR WN12/7/1 O-rings and stainless steel spring to DIN 17224).
8. Only hydrants supplied with minimum thickness of 250 micron Blue Epoxy to WIS 4-52-01 Class B.
9. Hydrant covers shall be polymer concrete conforming to SANS 1882:2003 (AV mouldings or similar approved). The covers are to be secured to the frame with galvanized chain or cable.
10. Hydrants shall be supplied and installed complete with flanged steel extension piece complete with mild steel nuts and bolts to ensure depth not greater than 400 mm.
11. The rate includes the excavations, bedding and blanket.

L 3.11: Manholes and surface boxes PS L

3.11.6: Surface boxes

Add the following to L 3.11.6:

The type of boxes shall be as specified on the drawings.

L 4: PLANT

PS L 4.3: Testing

Add the following to L 4.3:

The Contractor must ensure that the test equipment is in good order and that it is supplied with a calibration certificate upon request of the Engineer.

L 5: CONSTRUCTION

L 5.1: Laying

PS L 5.1.4.5: Double flanged distance pieces

Add the following to L 5.1.4.5:

Double flanged distance pieces of the correct length to position valves on the correct level as indicated on the drawings must be installed at hydrants. This item will not be measured separately and will be deemed to be included in the rate for hydrants.

PS L 5.3: Cutting of pipes (new item)

If it is necessary to cut pipes, the cut ends shall be turned using a field lathe. Filling of the coupling surfaces of pipes will not be permitted.

PS L 5.5: Connection on existing main (new item)

Where shown on the drawing or ordered, the Contractor shall cut into the existing water main and connect in the new main.

Before commencing the excavation of pipe trenches in the vicinity of a proposed connection, the Contractor shall excavate for, expose survey and record the position and level of the connection point on existing water main.

The Contractor shall be responsible for liaison with the local authority to arrange for turning off water in order to carry out the connection.

L 5.6: Valve and hydrant chambers

PS L 5.6.1: General

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve and hydrant chambers which are bound into the document shall supersede the corresponding drawings in the standard specification.

PS L 7: TESTING**PS L 7.3: Standard hydraulic pipe test PS****L 7.3.1: Test pressure and time of test**

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

Substitute L 7.3.1.2 with the following:

The test pressure for field testing shall be 1,25 times the rated maximum working pressure of the pipe.

Substitute L 7.3.1.3 with the following:

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipe will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

PS L 8: MEASUREMENT AND PAYMENT**PS L 8.2: Scheduled items****PS L 8.2.1: Supply, handle, lay and bed (class C bedding); joint as described in note on drawings**

Unit: No

Add the following to L 8.2.1:

“The tendered rates shall also include full compensation for the cost of all labor, material, construction equipment, chemicals, and overheads for the complete sterilization of the entire potable water reticulation system and the disposal of the sterilizing solution as approved by the Engineer.”

PS L 8.2.3: Extra-over 8.2.1 for the supplying, fixing and bedding of valves

Unit: No

Add the following to L 8.2.3:

Valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labor that is required, including tees, fittings, isolating valves (e.g. under air valves), complete as shown on drawings. Flanged distance pieces shall be included in the rate for fire hydrants.

PS L 8.2.11:	Anchor/Thrust blocks and pedestals	Unit: No
	<i>Substitute L 8.2.11 with the following:</i>	
	Anchor and thrust blocks shall be measured per number and the tendered rate shall include for all excavation, formwork and reinforcement (where specified) for the required dimensions.	
PS L 8.2.16:	Connect to existing water main	Unit: No
	The cutting into existing mains shall be measured by the number of each type and diameter of pipe cut into.	
	The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labor to connect the pipe.	
LB:	BEDDING (PIPES)	
LB 3:	MATERIALS	
PS LB 3.1:	Selected granular material	
	<i>Substitute LB 3.1 with the following:</i>	
	Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing 13,2 mm sieve and not more than 5% passing a 0,075 mm sieve.	
PS LB 3.2:	Selected fill material	
	<i>Substitute LB 3.2 with the following:</i>	
	The requirements of SD LB 3.1 shall apply mutatis mutandis.	
PS LB 3.3:	Bedding	
	<i>Add the following to LB 3.3:</i>	
	All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except water connections which shall be classified as flexible pipes.	
PS LB 3.4.1:	Suitable material available from trench excavation	
	<i>Replace the first sentence of LB 3.4.1 with:</i>	
	Irrespective the requirements of sub-clause 3.7 of SABS 1200 DB and sub-clause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material	

that is suitable and required for bedding or covering the pipeline. Bedding material must first be sourced from the trench excavation by any means necessary before importation of material is allowed. The cost for selection of bedding materials shall be included in the tendered rates and no additional compensation will be allowed.

PS LB 3.5: Bedding in waterlogged conditions

In waterlogged conditions a bedding cradle of the thickness as specified in writing by the Engineer, comprising 13,2 mm single size stone complying with the requirements of SABS 1083 shall be used.

LB 5: CONSTRUCTION

LB 5.1: General

PS LB 5.1.4: Compacting

Substitute "90% of MAASHTO" in LB 5.1.4 with "93% of Mod.AASHTO (100% for sand)".

LB 8: MEASUREMENT AND PAYMENT

LB 8.1: Principles

PS LB 8.1.1: Supply of bedding materials measured separately

Add the following to LB 8.1.1:

Payment for bedding material and selected fill material is only made if the selected trench excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.4: Separate items for cradle and blanket

Substitute LB 8.1.4 with the following:

Although distinction may be made with regards to items for the bedding cradle and selected fill blanket, the material in both cases shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5: Disposal of displaced material

Add the following to LB 8.1.5:

Excess displacement material must be disposed of at the dumping site as specified in clause SD D 5.2.2.3.

LF: CONNECTIONS (WATER)**LF 2: SCOPE**

Add the following to LF 1.1:

This specification covers the construction of standpipe connections from the water reticulation main to the standpipe position. It covers the pipework, fittings, specials and stand pipe as specified on the drawing.

LF 3: MATERIALS**LF 3.1: Pipes, fittings and couplings**

Substitute LF 3.1.4 with the following:

Standpipe connections to be HDPE PN10 complying with SABS 533, using compression type fittings.

PS LF 3.1.7: Saddles

Add the following to LF 3.1.7:

Saddles shall be ductile iron or similar, shall be SABS approved and secured with stainless steel bolts and nuts. All subsurface fittings must be wrapped with Denso tape or similar and the cost thereof shall be included in the tendered rates.

PS LF 3.2 Connection Leadings

Add the following to 3.1:

SABS approved ball cocks, gate valves will be allowed on the main water pipe. All ductile iron saddles to be wrapped with denso tape.

PS LF 3.4: Bedding

Substitute LF 3.4 with the following:

The bedding shall be as specified in SD LB 3.1.

LF 5: CONSTRUCTION**LF 5.2: Laying from main to standpipe**

PS LF 5.2.2: Pipe laying

Add the following to LF 5.2.2:

Standpipe connection pipes shall be installed to such a depth, that the top of the pipe is not less than 400 mm nor more than 800 mm below the final road surface or sidewalk level, with the provision that where construction traffic is liable to cross the connections the pipes shall have a cover of at least 500 mm.

Standpipe connections shall be bedded as for flexible pipes, except that the selected fill blanket will not be required. The bedding thickness above and below the pipe shall be 100 mm.

Where the standpipe connections cross areas subject to traffic loads the trench shall be backfilled in accordance with the requirements of SD DB 3.5 and SD DB 5.7.2.

PS LF 5.2.3: Service connections**PS LF 5.2.3.1: General**

Add the following to LF 5.2.3.1:

The working pressure in the mains for determining the test pressure at which tests for erf connections shall be done will be as specified in SD L 7.3.1.

C3.3 Annexures

- Annexure A Occupational Health & Safety Specifications**
- Annexure B Monthly project labour report**

Annexure A:

Occupational Health & Safety Specifications

SPEC B0 **OCCUPATIONAL HEALTH AND SAFETY****CONTENTS**

APPLICABLE LEGISLATION AND REGULATIONS
 SCOPE OF WORK
 THE PRINCIPLE CONTRACTOR'S GENERAL DUTIES THE
 PRINCIPLE CONTRACTOR'S SPECIFIC DUTIES
 THE PRINCIPLE CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS
 WORK OR ACTIVITIES

SB 01 **APPLICABLE LEGISLATION AND REGULATIONS**

This document was prepared to guide the Agent in the compilation of a Health and Safety Specification in terms of Sub-regulation 4(1)a of the Construction Regulation as published under Government Notice R.2003 of 18 July 2003. The content of this document or the fact it was made available for the use of the Agent will not relieve the Agent of any of his obligations in terms of the act.

The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) together with its applicable Regulations ("the Act") forms part of this Health and Safety Specification. Any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned to it unless the context otherwise indicates.

SB 02 **SCOPE OF WORK**

The work includes:

(a) The installation of communal standpipes in various areas in the Dawid Kruiper Municipal area.

SB 03 **THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

The Principal Contractor's general duties in terms of this Health and Safety Specification are, but not limited to, the following:

1. Every Principal Contractor shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees and other contractors.
2. Without derogating from the generality of a Principal Contractor's duties under subsection (1), the matters to which those duties refer include in particular -
 - a the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;

- b. taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees and other contractors, before resorting to personal protective equipment;
- c. making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;
- d. establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;
- e. providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees and other contractors;
- f. not permitting any employee or contractor to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- g. taking all necessary measures to ensure that the requirements of this Health and Safety Specification are complied with by every person in his employment or on premises under his control where plant or machinery is used;
- h. enforcing such measures as may be necessary in the interest of health and safety;
- i. ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- j. causing all employees and other contractors to be informed regarding the scope of their authority as contemplated in section 37(1)(b) of the Act.

SB 04 THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of this Health and Safety Specification are specified in the Construction Regulation as published under Government Notice R. 2003 of 18 July 2003. (Hereinafter referred to as "Construction Regulation, 2003").

The Principal Contractor is specifically referred to the following sub regulations of the Construction Regulation, 2003:

Subject	Applicable sub regulation of the Construction Regulation, 2003.
Definitions	1
Scope of application	2
Notification of construction work	3
Principal Contractor and Contractor	5
Supervision of construction work	6

Subject	Applicable sub regulation of the Construction Regulation, 2003.
Risk assessment	7
Approved inspection authorities	29
Offences and penalties	30
Withdrawal of regulations	31
Short title	32

The Principal Contractor will acquaint himself with these duties and will make provision in his Contract price for the implementation and supervision of these duties.

SB 05 THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following hazardous work or activities were identified in terms of the Construction Regulation, 2003, and it is the duty of the Principal Contractor to ensure that the said work and activities are performed or carried out in terms of the relevant sub regulations of the Construction Regulation, 2003 and other applicable Regulations.

Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
Fall protection	8	
Structures	9	
Formwork and support work	10	
Excavation	11	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.

Demolition work	12	<p>Asbestos related work will be conducted in accordance with the Asbestos Regulations published under Government Notice R. 155 of 10 February 2002 as amended.</p> <p>Lead related work will be conducted in accordance with the Lead Regulations published under Government Notice R. 236 of 28 February 2002 as amended.</p>
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Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
Tunnelling	13	Any tunnelling activities will comply with the Tunnelling Regulations published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) as amended.
Scaffolding	14	Section 44 of the Act.
Suspended scaffolds	15	Section 44 of the Act.
Boatswains chairs	16	
Material hoists	17	
Batch plants	18	<p>Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.</p> <p>The Principal Contractor will ensure that all lifting machines and lifting tackle used in the operation of batch plant complies with the requirements of the Driven Machinery Regulations as published under Government Notice R.295 of 26 February 1988, as amended.</p> <p>The Principal Contractor will ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres when entering a silo, as stipulated in the Electrical Installation Regulations as published under Government Notice R.2271 of 11 October 1995, as amended.</p>
Explosive powered tools	19	
Cranes	20	Applicable provisions of the Driven Machinery Regulations as published under Government Notice R.533 of 16 March 1990, as amended.
Construction vehicles	21	
Electrical installations and machinery on construction sites.	22	Applicable provisions in the Electrical Installation Regulations published under Government notice

Hazardous work or activity	Applicable sub regulation of the Construction Regulation, 2003.	Other applicable Regulations
		R.2920 of 23 October 1992 and the Electrical Machinery Regulations published under Government Notice R.1953 of 12 August 1988 respectively as amended.
Use and temporary storage of flammable liquids on construction sites.	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Water environments	24	
Housekeeping on construction sites.	25	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Stacking and storage on construction sites.	26	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Fire precautions on construction sites.	27	Applicable provisions as stipulated in the Environmental Regulations for Workplaces published under Government Notice R.2281 of 16 October 1987, as amended.
Construction Welfare facilities	28	Applicable provisions as stipulated in the Facilities Regulations under Government Notice R.1593 of 12 August 1988, as amended.

Annexure B:
Monthly project labour report



EPWP Monthly Progress Form

Field requested	Description if needed	Please complete these sections in grey
Project Details		
Profile ID	Generated by the system	
Project Name	<i>The name of the project</i>	
Project Reference Number	Dept Reference number for the project	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from this project</i>	
Month		
Reporting Month		
Budget Expenditure		
Cumulative Expenditure Amount	<i>What is the Overall amount spend on this project?</i>	
Current Expenditure Amount	<i>What is the amount spend including all grants for this month?</i>	
Wages	<i>How much paid on wages for this month only?</i>	
UIF	<i>How much paid on UIF for this month only?</i>	
COIDA	<i>How much paid on COIDA for this month only?</i>	
Training	<i>How much paid on training for this month only?</i>	
Administration	<i>How much paid on administration for this month only?</i>	
Equipment and materials	<i>How much paid on equipments and materials for this month only?</i>	
Other	<i>How much paid on other?</i>	
Describe other	<i>Be specific e.g. Consulting fees, Transport etc.</i>	
Project Outputs and Training		
Project output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Project output description	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Project out description and quantity cumulatively	<i>Since the onset of the project</i>	
Quantity Achieved	<i>How many kms/ sqms/ ha? For this month only</i>	
Percentage achieved	<i>How much work done / achieved in percentages?</i>	
EPWP Branding		
Branding compliant	<i>Yes / No</i>	
Date that the branding was provided	<i>When was the project branded?</i>	
First name of Official Who Branded Project	<i>Official Name</i>	
Surname of Official Who Branded Project	<i>Official Surname</i>	
Phone number of official who erected branding for the project	<i>Official contact number</i>	
Give the public body reference and name, and organisational details of the person that provided branding.	<i>Public body details (reference & name)</i>	
Has a photo of project branding been provided?	<i>Yes / No</i>	

Part C4: Site Information

C4.1	LOCATION OF THE PROJECT.....	175
C4.2	AVAILABLE INFORMATION.....	176
C4.2.1	<i>Disclaimer.....</i>	176
C4.2.2	<i>Climate</i>	176
C4.2.3	<i>Geology and Geotechnical Investigations</i>	176
C4.2.4	<i>Traffic information</i>	176
C4.2.5	<i>Construction materials.....</i>	176
C4.3	DRAWINGS.....	177

C4.1

LOCATION OF THE PROJECT

This project takes place in existing residential area in Lambrechtsdrift, Leerkrans and Upington in the Dawid Kruiper Municipal area.

<p>LOCALITY PLAN: REFURBISHMENT OF LAMBRECHTSDRIFT, LEERKRANS WATER TREATMENT PLANS AND SEALING OF CENTRAL RESERVOIR JOINTS IN THE DAWID KRUIPER MUNICIPAL AREA</p>
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C4.2 AVAILABLE INFORMATION

4.2.1 Disclaimer

This document sets out the results and conclusions derived from various investigations and tests done on natural materials encountered along the route.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible material sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from the source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this part of the contract documents.

C4.2.2 Climate

C4.2.3 Geology

The geological composition of the area form part of the Gordonia formation, Kalahari group. Calcrete of various thickness will be found during excavations. There is also a chance to find granite type material.

The hardness of the excavated material will vary with depth. On the surface soft material might be expected, however hard calcrete can occur beneath the surface which might be difficult to remove mechanically. Abovementioned description should give a clear indication as to what to expect, but the Contractor must under no circumstances be oblivious to his/her responsibilities in terms of the Contract Requirements. Groundwater should not be a problem.

The above data does not relieve the Contractor of his sole responsibility to have satisfied himself/herself as to all matters related to ground and subsoil conditions, but merely serves as an indication of what can be expected on site.

C4.2.4 Traffic information

The works take place within existing residential area. Due care must be taken to accommodate traffic and to safeguard the public as specified.

C4.2.5 Construction materials

- Crushed aggregate

Crusher aggregate is locally available. The product will be tested on a continuous base to ensure that the quality of the product complies with set standards.

- Sand for concrete work

Sand is available from various suppliers in the vicinity, but must comply with the set standards.

- Water sources

Water supply for construction must be arranged with the local authority.

C4.3 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purpose as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The following drawings are applicable to the contract and will form part of the Contract Documents and are attached at the end of this document:

Drawing Number	Title	Paper size
DKM2023-CS01-2100-T0	LOCALITY MAP	A4
DKM2023-CW01-2008-T0	WARD 14: PROPOSED REFURBISHMENT OF LAMBRECHSTDRIFT WATER TREATMENT WORKS - LAYOUT	A4
DKM2023-CW02-2008-T0	WARD 14: PROPOSED REFURBISHMENT OF LAMBRECHSTDRIFT WATER TREATMENT WORKS – ROOF LAYOUT	A4
DKM2023-CW03-2008-T0	WARD 14: PROPOSED REFURBISHMENT OF LEERKRANS WATER TREATMENT WORKS – LAYOUT	A4
DKM2023-CW04-2008-T0	WARD 14: PROPOSED REFURBISHMENT OF LEERKRANS WATER TREATMENT WORKS – ROOF LAYOUT	A4
DKM2023-CW05-2008-T0	WARD 14: PROPOSED REFURBISHMENT OF LEERKRANS WATER TREATMENT WORKS – UPGRADING OF PUMPLINE	A4
DKM2023-CW01-2003-T0	THRUST BLOCK DETAIL	A4
DKM2023-CW02-2003-T0	TYPICAL DETAILS	A4

