


TENDER NO. 107Q/2021/22		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM – 516	Approved by Branch Manager: 03/04/2020	Version: 5	Page 1 of 323

FRAMEWORK CONTRACT DOCUMENT (PANEL TYPE)

FOR THE

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

Framework Contract Period: 36 Months from Commencement Date
Works Projects: up to R60 000 000

VOLUME 1: TENDERING PROCEDURES

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 41** of this document
- Table 1: Preference Schedule (B-BBEE contribution) is on **page 159** of this document

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR:BULK SERVICES (WATER AND SANITATION)	CONTRACT MANAGEMENT UNIT QUANTITY SURVEYING WATER AND SANITATION HEAD OFFICE	TENDER SERIAL No.:
Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	CRN MIKE PIENAAR BOULEVARD AND VOORTREKKER ROAD	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

October 2021

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTI	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause F.2.12)	
Alternative Offer (see clause F.2.12)	

FILE REFERENCE NO:

CITY OF CAPE TOWN

BULK SERVICES:WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

General Tender Information

TENDER ADVERTISED	:	22 October 2021
CIDB CONTRACTOR GRADING DESIGNATION	:	7CE or Higher
SITE VISIT/CLARIFICATION MEETING	:	10:00 on 02 November 2021 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Please send an email to MichaelBertram.Haw@capetown.gov.za for the link to the virtual meeting prior to meeting date and time. To streamline the Skype meeting, please submit questions at least 24 hours in advance, to the same email address.
CLOSING DATE	:	23 November 2021
CLOSING TIME	:	10h00
TENDER BOX & VENUE	:	Tender Box 133 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CITY OF CAPE TOWN**BULK SERVICES: WATER AND SANITATION****CONTRACT NO. 107Q/2021/22****TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER**

Contents			
Number	Heading	Colour	Page No
VOLUME 1			
The Tender			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	White	2 to 3
T1.2	Tender Data	Pink	4 to 37
VOLUME 2			
Part T2: Returnable documents			
T2.1	List of Returnable Documents	Yellow	40
C1.1	Form of Offer and Acceptance	Yellow	41 to 44
C1.2	Contract Data (data provided by the Contractor)	Yellow	45
Part C2: Pricing data			
C2.1	Pricing Assumptions	Yellow	46 to 48
C2.2	Schedule of Rates (please see clause C.2.13.3)	Yellow	49 to 84
T2.2	Returnable Schedules (please see clause C.2.13.3)	Yellow	85 to 161
VOLUME 3			
Draft Contract			
Part C1: Agreements and Contract Data			
C1.2	Contract Data (data provided by the Employer)	Yellow	164 to 183
C1.3	Form of Performance Guarantee	White	184 to 187
C1.4	Form of Advance Payment Guarantee	White	188 to 191
C1.5	Occupational Health and Safety Agreement	White	192
C1.6	Protection of the Environment Declaration	White	193
C1.7	Insurance Broker's Warranty	White	194
C1.8	Contract of Temporary Employment as Community Liaison Officer	White	195 to 197
C1.9	Works Project Acceptance/Refusal Notice	White	198
Part C3: Scope of Work			
C3.1	Description of the Works	Blue	200 to 201
C3.2	Engineering	Blue	202 to 221
C3.3	Procurement	Blue	222 to 223
C3.4	Construction	Blue	224 to 276
C3.5	Management	Blue	277 to 314
C3.6	Annexes	Blue	315 to 321
Part C4: Site information			
C4	Site Information	Green	322 to 323

Part T1: Tendering procedures

	Pages
T1.1 Tender Notice and Invitation to Tender	2 – 3
T1.2 Tender Data.....	4 – 37

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, BULK SERVICES: WATER AND SANITATION, invites tenders for Tender No. **XXXXQ/2020/21: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Tenderers must have a CIDB contractor grading designation of 7CE or higher.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from.

A non-refundable fee of R300.00 is required on collection of the tender document by Cash or EFT.

Queries relating to any issues in these documents may be addressed to Mr M Haw, Tel No. 021 400 6362, e-mail MichaelBertram.Haw@capetown.gov.za.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **02 November 2021 at 10:00** via Skype. Please send an email to MichaelBertram.Haw@capetown.gov.za for the link to the virtual meeting prior to meeting date and time. To streamline the Skype meeting, please submit questions at least 24 hours in advance, to the same email address.

The closing time for receipt of tenders is **10:00 on 23 November 2021**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Rates, in the same format (that is, layout, scheduled items, units and quantities, if applicable) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Please send an email to chandrechanel.stevens@capetown.gov.za for the link to the virtual meeting prior to meeting date and time. To streamline the Skype meeting, please submit questions at least 24 hours in advance, to the same email address.

**CITY OF CAPE TOWN
BULK SERVICES: WATER AND SANITATION
CONTRACT NO. 107Q/2021/22
TERM TENDER FOR THE SUPPLY,SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER.**

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

T1.2 Tender Data

The conditions of tender for the Framework Contract are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, 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 number	Tender Data
---------------	-------------

C.1	General
------------	----------------

C.1.1	Actions
-------	----------------

C.1.1.1	<i>Add the following:</i>
---------	---------------------------

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

The Employer is the City of Cape Town, represented by the Director: BULK SERVICES: WATER AND SANITATION

In addition to the above, the following further documents are part of the tender:

VOLUME 4: Drawings (listed in C3.2 Engineering and, if applicable, in each Works Project)

VOLUME 5 : The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). 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 6 : 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.

Volumes 5 and 6 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.

VOLUME 7: The Works Project contract document (this is a separate document to be issued for each Works Project)

C.1.3 **Interpretation**

Add the following to F.1.3.3:

- C.1.3.3 g) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data
h) **panel** means Panel defined in Part C1.2 Contract Data
i) **Works Project** means Works Project defined in Part C1.2 Contract Data.

C.1.4 **Communication and employer's agent**

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors 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, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer's agent is:

Name: Mr M Haw (WATER AND WASTE: BULK SERVICES)
Address: City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001
Tel: 021 400 6362
Fax: 021 400 5678
E-mail: MichaelBertram.Haw@Capetown.gov.za]

C.1.5 **Cancellation and Re-Invitation of Tenders**

Delete the fulstop at the end of C.1.5.1 d) and replace with ,

Add the following after C.1.5.1 d):

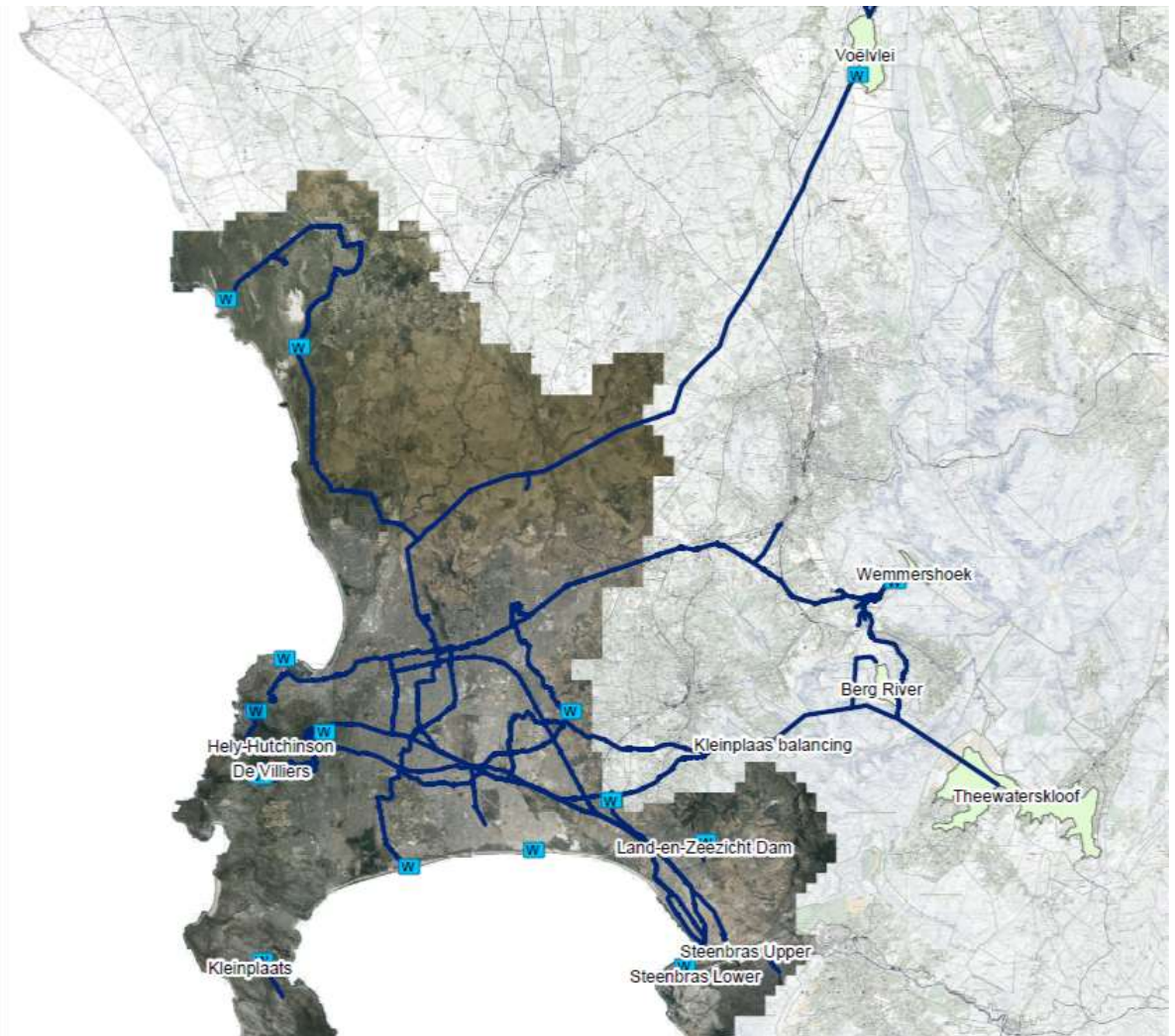
- e) the parties are unable to negotiate market related pricing.

C.1.6 **Procurement procedures**

C.1.6.1 **General**

Add the following:

For the purposes of this tender, the work areas will fall anywhere within the area shown on the attached plan of the bulk water network



MAP OF THE BULK WATER NETWORK

The Employer intends to appoint a panel of three (3) tenderers , but reserves the right to appoint fewer tenderers to the panel.

Please refer to C.3.11.1 c for manner in which award would be made.

Contractors, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects.

Each Works Project shall be in the value range of up to R60 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).

The framework contract period shall be for a period of **thirty six months (36)** from the commencement date of the contract, as stated in Part C1.2 Contract Data.

C.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2:

A competitive negotiation procedure will not be followed.

C.1.6.3 **Proposal procedure using the two-stage system**

Add the following to C.1.6.3:

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 and C.1.6.5.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

C.1.6.5.5 All requests referring to clause C.1.6.5.2 3 must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

C.1.7

City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

C.1.8

National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

Add the following to F.2.1.1:

C.2.1.4 Only those tenderers who satisfy the following criteria will be declared responsive:

C.2.1.4.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a 7CE contractor grading designation, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the 7CE class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a 7CE contractor grading designation.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

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

C.2.1.4.2 **Compliance with requirements of CCT SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A complete Authorisation for the Deduction of Outstanding Amount Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.3 **Minimum score for functionality**

The minimum responsiveness score for quality is 60 points. Tenderers that fail to achieve the minimum score will be deemed non-responsive.

Tenderers shall ensure that all relevant information as required in the tender requirements and relevant schedules have been submitted with the tender submission to ensure scoring of functionality points.

Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point systems prescribed in clause C.3.11.3.1 below.

The scoring shall be based on the Tenderer's response to the information required in the Schedules, documentary evidence submitted and comments from contactable references.

Schedule 9 and 12 (Part 2.2 of the Returnable Schedules) must be completed in order to be scored. Scoring will be done by the Employer and his agent and is not to be done by the Tenderer.

Tenders will be evaluated for functionality on the following objective criteria:

Criteria No	Description of quality criteria	Maximum possible score
1	1.1 Company experience with respect to comparable projects in Continuously welded Steel pipe work (Refer to Schedule 9)	25
	1.2 Company experience with respect to comparable projects in HdPe Pipe with butt fusion welded and/or electro fusion welded work (Refer to Schedule 9)	25
2	Experience of the key staff in relation to the scope of work (Refer to Schedule 12)	30
3	Qualifications of the key staff in relation to the scope of work (Refer to Schedule 12)	20
	Maximum possible score for Quality	100

The minimum responsiveness score for quality is 60 points. Tenderers that fail to achieve the minimum score will be deemed non-responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture which must be appended to returnable Schedule 3.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Criteria 1 - Company experience with respect to comparable projects:

The tenderer shall demonstrate expertise, skills, experience and track-record on comparable projects and work done by completing returnable Schedule 9 (Part 2.2 of the Returnable Schedules). "Comparable projects" refer to projects involving the installation of the pipes listed in the functionality. The information should include Employers name, Consulting Engineers name, contact details of relevant person, scope of work/project title, Pipe size, Pipe Material, length and completion date. If space is limited in the returnable schedule, additional information must be included in the supporting documentation. It is the duty of the Tenderer to supply enough relevant information in full, such that the Employer can score the Tenderer accurately in order to maximize points for company experience else the Tenderer risks being declared non-responsive. Tenderers will be awarded up to a maximum of **50** points depending on the number of comparable projects completed for per different pipe type.

Comparable projects are defined as any project where continuously welded steel pipes with a Diameter of 300mm or greater have been laid over a length of 2000m or more, and/or any project where HdPe pipes with a diameter of 300mm or greater have been laid over a length of 2000m or more with butt fusion welded and/or electro fusion welded joints. The contractor's role shall have been a main contractor or majority joint venture partner or specialist sub-contractor.

Criteria 1.1 CONTINUOUSLY WELDED Steel pipes with a diameter 300mm or greater OVER A length of 2000m or more

DETAILS	TOTAL MAXIMUM POINTS STEEL	ITEM MAXIMUM POINTS SCORE
Demonstrated company experience with respect to comparable projects (Schedule 9 – Schedule of work experience of tenderer). Points will be awarded based relevant experience having successfully completed comparable projects with a minimum Diameter of 300 mm and length of 2000m or more. The points awarded for Continuously Welded Steel Pipe will be added to the points scored for Steel Pipe Criteria to give a maximum score for experience.	25	
Points will be awarded based on the number of comparable projects in Steel		
• Five or more comparable projects	25	
• Four comparable projects	20	
• Three comparable projects	15	
• Two comparable projects	10	
• One comparable project	5	
• Nil (Zero) comparable projects	0	

Criteria 1.2 HdPe pipes with a diameter 300mm or greater over a length of 2000m or more with butt fusion welded and/or electro fusion welded

DETAILS	TOTAL MAXIMUM POINTS HdPe	ITEM MAXIMUM POINTS Score
Demonstrated company experience with respect to comparable projects (Schedule 9 – Schedule of work experience of tenderer). Points will be awarded based relevant experience having successfully completed comparable projects with a minimum Diameter of 300 mm and length of 2000m or more. The points awarded for HdPe Pipe butt fusion welded and /or electro fusion welded will be added to the points scored for HdPe Pipe Criteria to give a maximum score for experience.	25	
Points will be awarded based on the number of comparable projects in HdPe		
• Five or more comparable projects	25	
• Four comparable projects	20	
• Three comparable projects	15	
• Two comparable projects	10	
• One comparable project	5	
• Nil (Zero) comparable projects	0	

Criteria 2 - Experience of the key staff:

The Tenderer must complete returnable Schedule 12 (Part 2.2 of the Returnable Schedules) in full in order to maximize points for qualifications and demonstrated experience of the key staff. Tenderers will be awarded up to a maximum of **30** points depending on the number of years' experience illustrated by individual key personnel.

As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project. Besides submitting a general CV for each of the key personnel, Tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

The tenderer must have the following key staff in it's permanent employment at the close of tender.

The following are roles of key staff and will be evaluated in Schedule 12:

Note : Different individuals must be identified for each of the key staff listed.

Key Staff job description	
1) Contract Manager:	
a)	must be allocated to this project and be overall responsible for the execution of the Works and all associated project management;
b)	must manage the Contract as a whole;
c)	Responsible for payment certificates, and overall general administration and all correspondence;
d)	must attend project meetings and submit information timeously as requested.
2) Construction Manager/Site Agent:	
	Construction Manager as defined in the Contraction regulation means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site
a)	must be responsible for execution of the works at works project level.
b)	must inspect and approve all works;
a)	must ensure that all of the required remedial specifications are met and carried out;
b)	ensure quality management on site is according to the Quality control Plan.
3) Foreman:	
a)	must supervise the works full-time on site.
b)	must supervise the team / the workers and ensure the correct use of all plant/machinery;
c)	must be able to work with local labour and assist with skills transfer;
d)	do all quality control tests according to the Quality control Plan.

Demonstrated experience of the key staff in relation to the scope of work:

DETAILS	TOTAL MAXIMUM POINTS	ITEM MAXIMUM POINTS
Demonstrated experience of the key staff (Schedule 12 – Schedule of work experience of tenderer).	30	
Contract Manager:		
Points will be awarded based on the criterion from the list below as relevant to the Contract Manager.	10	
• Has a minimum of eight years' experience managing contracts		10
• Seven years relevant experience managing contracts		9
• Six years relevant experience managing contracts		8
• Five years relevant experience managing contracts		7
• Four years relevant experience managing contracts		6
• Three years relevant experience managing contracts		5
• Two years relevant experience managing contracts		4
• One year relevant experience managing contracts		2
• Nil (Zero) years relevant experience managing contracts		0
Construction Manager/Site Agent:		
Points will be awarded based on the criterion from the list below as relevant to the Construction Manager/Site Agent.	10	
• Has a minimum of five years on site experience on pipeline contracts		10
• Four years on site experience on pipeline contracts		8
• Three years on site experience on pipeline contracts		6
• Two years on site experience on pipeline contracts		4
• One years on site experience on pipeline contracts		2
• Nil (Zero) years relevant experience		0
General Foreman/Construction Supervisor:		
Points will be awarded based on the criterion from the list below as relevant to the General Foreman/ Construction Supervisor	10	
• Has a minimum of five years relevant experience on pipeline contracts		10
• Four years relevant experience on pipeline contracts		8
• Three years relevant experience on pipeline contracts		6
• Two years relevant experience on pipeline contracts		4
• One year relevant experience on pipeline contracts		2
• Nil (Zero) years relevant experience		0

Relevant experience is defined as work completed in the field of Steel and/or HdPe pipes.

Criteria 3 - Qualifications of the key staff in relation to the scope of work:

The Tenderer must complete returnable Schedule 12 (Part 2.2 of the Returnable Schedules) in full in order to maximize points for qualifications of the key staff in relation to the scope of work. Tenderers will be awarded up to a maximum of **20** points depending on the qualifications illustrated by individual key personnel.

As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified personnel be assigned to this project. It would be extremely advantageous if the key personnel to have qualifications related to specific aspects of this project. Besides submitting a general CV for each of the key personnel, Tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

The following key staff qualification and professional registration will be evaluated in Schedule 12:

- Contract Manager
- Construction Manager/Site Agent

Different individuals must be identified for each of the key staff listed.

The tenderer **must** submit a copy or copies of the Contract Manager and Construction Manager/Site Agent's qualification and proof of statutory organization registration i.e. SACPCMP, ECSA or SACQSP with their tender submission. If, the nominated person possesses an alternative qualification, it is the responsibility of the tenderer to provide proof that the alternative qualification is accredited by SAQA at a NQF 6 level.

Criteria 3 - Qualifications of the key staff in relation to the scope of work:

DETAILS	TOTAL MAXIMUM POINTS	ITEM MAXIMUM POINTS
Qualifications of the key staff in relation to the scope of work (Schedule 12 – Schedule of work experience of tenderer).	20	
Contract Manager:		
Points will be awarded based on the criterion from the list below as relevant to the Contract Manager.	10	
<ul style="list-style-type: none">• Pr CM or Pr CPM registered with SACPCMP or Pr Eng or Pr Tech Eng with ECSA or Pr QS with SACQSP.		10
<ul style="list-style-type: none">• No SACPCMP Pr CM or Pr CPM registration, no ECSA Pr Eng or Pr Tech Eng registration or no SACQSP Pr QS registration, but possess National Diploma (NQF 6) or higher in Engineering, Construction Management, Construction Studies, Building, Quantity Surveying or Project Management qualification.		5
<ul style="list-style-type: none">• No SACPCMP, ECSA, SACQSP registration and no tertiary education qualification (NQF 6 or higher as above).		0
Construction Manager/Site Agent:		
Points will be awarded based on the criterion from the list below as relevant to the Construction Manager.	10	
<ul style="list-style-type: none">• National Diploma (NQF 6) or higher in Civil Engineering.		10
<ul style="list-style-type: none">• No tertiary education qualification (NQF 6 or higher as above).		0

The criteria will be evaluated in Schedule 12:

If, the nominated person possesses an alternative built environment qualification or international qualification, it is the responsibility of the tenderer to provide proof that the alternative qualification is accredited by SAQA at a NQF 6 level at time of close of tender.

The tenderer must have the following key staff in it's permanent employment at the close of tender.

C.2.1.4.4 **Local Content**

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

- C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the **Valve and Actuator sector** ("the designated sector") is **70%**, **Steel products and components for construction sector** ("the designated sector") is **100%**, **Large bore spiral submerged arc welded steel conveyance pipe 500mm to 3500mm sector** ("the designated sector") is **80%**, **Plastic Pipes sector** ("the designated sector") is **100%**, **Textile, Clothing, Leather and Footwear sector** ("the designated sector") is **100%**, and will include all sub-sectors from the applicable National Treasury Instruction Note.
- C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.
- C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.
- C.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.
- C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.
- C.2.1.4.6 **Pre-qualification criteria for preferential procurement**

Not applicable

C.2.1.4.7 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3 **Check documents**

C.2.3 *Delete the clause and replace with the following:*

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

C.2.7 **Clarification meeting**

Add the following:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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

C.2.8 **Seek Clarification**

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself 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(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.10 **Pricing the tender offer**

Add the following at the end of C.2.10.2:

C.2.10.2 (only applicable in respect of Works Projects).

Add the following new sub-clause after C.2.10.4:

C.2.10.5 Provide rates for the items specified in Part C2.2 Schedules (refer to C.1.6.1). If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that item.

Certain items in the Schedules of Rates may have been linked to minimum/maximum quantities to provide for differential pricing in respect of economies of scale. Where such rate categories have been provided a rate must be inserted in each category for such items.

If a rate is not provided for any item in the Schedules of Rates, such item will be regarded as having a nil rate.

The tenderer may be requested by the Employer to clarify nil rates or items regarded as having nil rates. The Employer may also perform a risk analysis in respect of such rates in accordance with C.3.11.10.

The rates shall also be used to evaluate tender offers in accordance with C.3.11.

C.2.11 **Alterations to documents**

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

- C.2.12 **Alternative tender offers**
Delete clauses C.2.12.1, C.2.12.2 and C.2.12.3 and replace with the following:
- C.2.12.1 Alternative rates/tender offers will not be considered.
- C.2.13 **Submitting a tender offer**
Add the following to C.2.13.1 at the end of the first sentence 1:
- C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- C.2.13.3 *Delete the clause and replace with the following:*
- C.2.13.1 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
	All other attachments submitted by bidder

- C.2.13.5 *Delete the clause and replace with the following:*
- C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages, marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- Add the following to C.2.13.6:*
- C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).
- Add the following sub-clause after C.2.13.9:*
- C.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.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:
- Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.
 - The electronic version shall not be regarded as a substitute for the issued tender documents.
 - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Schedules of Rates, in the same format (that is, layout, billed items, etc.) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
 - Where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account. The pages of the issued Schedules of Rates should not be removed from the tender document.
 - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. 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.
 - Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- C.2.15 **Closing time**
Add the following to C.2.15.1 after the first sentence:
- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- C.2.16 **Tender offer validity**
Add the following to C.2.16.1 after the first sentence:
- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

- C.2.16.2 *Delete the clause and replace with the following:*
Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.
- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documentation requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documentation.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized
- Add the following to C.2.18.1 at the end of the first paragraph:*
- C.2.18.1 Provide, on written request by the Employer, where the transaction value (estimated combined total of prices for all possible Work Projects which may be allocated to the tenderer/contractor over the entire framework contract period) inclusive of VAT **exceeds R 10 million:**
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - 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;
 - 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;
 - 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.
- Add the following after C.2.18.2:*
- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- C.2.23 **Certificates**
Add the following:
The tenderer is required to submit the following:
- C.2.23.1 **Evidence of tax compliance**
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2 h). In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.
- Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working day, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status

C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

The Tenderer's B-BBEE status as at the closing date for submission of framework tender offers will be used for determining preference points for the full duration of the term tender.

Add the follow new clause after C.2.23.2

C.2.24 **Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.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.

C.3.4 Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8 Test for responsiveness

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

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

Add the following after clause C.3.8.2

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9 Arithmetical errors, omissions and discrepancies

Delete clause C.3.9 in its entirety and replace with the following:

C.3.9 Corrections to tendered rates

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively high, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates objected to, it reserves the right to negotiate such rates subject to the provisions of C.3.20.

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively low, such rates cannot be amended. In this regard the Employer may then perform a risk analysis in terms of C.3.11.10.

C.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11 Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

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

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that the Deemed B-BBEE Status Level of Contribution from the above tables can be enhanced or discounted in accordance with clauses 4.3 and 5.3 of the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

C.3.11.3.4 General procurement procedures specific to this tender are set out in C.1.6.1.

The Employer shall have assigned quantities to the items in the Schedules of Rates necessary for the execution of the representative Works Projects. The assigned quantities shall be multiplied by the tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative Works Projects. The financial offer required in terms of the Preferential Procurement Regulations shall be determined the sum of the representative Works Projects for each tenderer.

The value of the representative Works Projects will be such that at least the lowest financial offers per Works Project will be up to R50 million (refer to C.1.6.1).

Up to three tenderers may be appointed to the panel (refer to C.1.6.1).

Add the following new sub-clause after F.3.11.9:

C.3.11.4 **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, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

C3.13 **Acceptance of tender offer**

Delete first sentence of C.3.13 and replace with the following):

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

Delete C.3.13 a) and replace with the following):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

- C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- a) reports of poor governance and/or unethical behaviour;
 - b) association with known family of notorious individuals;
 - c) poor performance issues, known to the City;
 - d) negative social media reports; and
 - e) adverse assurance (e.g. due diligence) report outcomes.
- C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included in its SCM Policy.
- C.3.13.3 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.
- C.3.13.4 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.
- C.3.17 **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.
- C.3.18 *Add the following after C.3.19*
 C.3.19 **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.
- If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT
- Minutes of any such negotiations shall be kept for record purposes.
- The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.
- In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers

Annex C
(normative)
Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, meously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be

utilised to have been taken into consideration;

- 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;
- 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;

C.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. Communications 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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.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.

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.2.2.1 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 complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

C.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 as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.2.13.8 Accept that the employer will 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.

C.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.

C.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.

C.2.15 Closing time

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

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 C.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.*

C.2.18 Provide other material

C.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.

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

C.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.

C.2.20 Submit securities, bonds and policies

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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.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 that tender documents are available until three (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

C.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, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.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.

C.3.5.2 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Annex G

(normative)

Alpha-numerics associated with the Contractor Grading Designations

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019


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

Description	Designation	Definition	Work types	Examples
Civil engineering works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, 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
General building works	GB	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	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	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems 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.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations 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 Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
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	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	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	

TENDER NO. 107Q/2021/22		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM – 516	Approved by Branch Manager: 03/04/2020	Version: 5	Page 38 of 329

FRAMEWORK CONTRACT DOCUMENT (PANEL TYPE)

FOR THE

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

Framework Contract Period: 36 Months from Commencement Date
Works Projects: up to R60 000 000

VOLUME 2: RETURNABLE DOCUMENTS

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR: BULK SERVICES: WATER AND SANITATION	CONTRACT MANAGEMENT UNIT QUANTITY SURVEYING WATER AND SANITATION HEAD OFFICE	TENDER SERIAL No.:
Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	CRN MIKE PIENAAR BOULEVARD AND VOORTREKKER ROAD	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

October 2021

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENT	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause F.2.12)	
Alternative Offer (see clause F.2.12)	

FILE REFERENCE NO:

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	40
C1.1 Form of Offer and Acceptance (Agreement)	41 – 44
C1.2 Contract Data (data provided by Contractor).....	45
C2.1 Pricing Assumptions.....	46 – 48
C2.2 Schedule of Rates	49 – 84
T2.2 Returnable Schedules.....	85 – 161

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
2. **C1.2 Contract Data (provided by contractor)**
3. **C2.2 Schedules of Rates**
4. **Returnable Schedules that will be incorporated into the Contract**

Pages

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	86-87
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	88-89
3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	90
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	91
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)	92-94
6:	AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	95
7:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	96
8:	CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	97
9:	SCHEDULE OF WORK EXPERIENCE OF TENDERER	98
10:	SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY NOT USED	99
11:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	100
12:	DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF	101-102
13:	SCHEDULE OF CONSTRUCTION EQUIPMENT	103-104
14:	DETAILS OF TENDERER'S WORKSHOP FACILITIES NOT USED	105
15:	SCHEDULE OF SUBCONTRACTORS	106
16:	HEALTH AND SAFETY PLAN	107
17:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	108
18:	FUNCTIONALITY CRITERIA	109
19:	REGIONS OF PREFERENCE NOT USED	110
20A:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS CONVEYANCE PIPES	111-127
20B:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS PLASTIC PIPES	128-133
20C:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS STEEL FITTINGS FOR CONSTRUCTION	134-143
20D:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS VALVES AND ACTUATORS	144-149
20E:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS TEXTILE, CLOTHING, LEATHER, AND FOOTWEAR	150-153
21:	PRICE BASIS FOR IMPORTED RESOURCES	154
22:	RECORD OF ADDENDA TO TENDER DOCUMENTS	155
23:	PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	156-160
24:	INFORMATION TO BE PROVIDED WITH THE TENDER	161

5. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Health and Safety Plan - append to Schedule 16.

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 107Q/2021/22: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The completed Schedules of Rates (excluding VAT), as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

.....

Name and
signature
of witness

Date

For official use.

**INITIALS OF CITY OFFICIALS AT TENDER
OPENING**

1.	2.	3.
----	----	----

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's. In consideration thereof, the employer shall pay the contractor any amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this framework agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

in Volumes 3 and 5, together with any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract awarded to the contractor in terms of this term tender process being recorded in the schedule of deviations.

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

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

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

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address
.....
.....
.....
.....

Telephone : Fax:

email :

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date
Year 2 contractor's annual holiday period	Start date		End date
Year 3 contractor's annual holiday period	Start date		End date

CITY OF CAPE TOWN

WATER AND WASTE: BULK WATER

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C2.1 Pricing Assumptions

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

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable specifications".
2. Descriptions in the Schedules of Rates are abbreviated and comply generally with those in the Standardised Specifications. The measurement and payment clauses of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedules of Rates, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Schedules of Rates. The referenced clauses 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. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time in the relevant Works Project. The final Contract Price for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates (refer to Clause 10 in these Pricing Assumptions in this regard).
6. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
7. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

8. A rate is to be entered against each item in the Schedules of Rates r. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Tender
Part T2: Returnable

C2.146
Documents
Pricing Assumption

Reference No. 107Q/2021/22

9. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

Mm	=	Millimetre	h	=	hour
M	=	Metre	kg	=	kilogram
Km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	number
m2	=	square metre	sum	=	lump sum
m2.pass	=	square metre-pass	MN	=	meganewton
Ha	=	Hectare	MN.m	=	meganewton-metre
m3	=	cubic metre	P C sum	=	Prime Cost sum
m3.km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
L	=	Litre	%	=	per cent
Kl	=	Kilolitre	kW	=	kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal			

10. Tenderers shall provide rates for the execution of items as specified in the Schedules of Rates. Unless otherwise described in the items in the Schedules of Rates, all rates (sums in particular) apply to individual Works Project contracts. Framework Contract pay items shall be initial one-off payments in the Framework Contract.

The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation of individual Works Projects in accordance with Clause 2.6 in Part C1.2 Contract Data and the Procedures for the allocation of Works Projects referred to therein.

11. Tenderers shall provide rates (excluding VAT) for each required rate category (if provided) for each item specified in every schedule in the Schedules of Rates (refer to clause C.2.10.5 in Part T1.2 Tender Data). Prime Cost and Provisional Sums will be multiplied by a factor (quantity) to be provided by the Employer at Works Project stage only.
12. The Employer will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.
13. The procedures for allocation of Works Projects are specified in Part C1.2 Contract Data (refer to Clause 2.6).
14. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his tender in the place of handwritten priced Schedules of Rates.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

15. Tenderers are referred to Clause E8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.
16. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.
17. The Works project shall be executed in accordance with the relevant tendered rates as provided in the Schedule of Rates and the Works Project Bill / Schedule of Quantities under the Contract.
18. The quantities set out in the Bill of Quantities for Works Projects are only approximate and do not necessarily represent the actual amount of work to be done. The quantities accepted and certified for payment will be used for determining payments due.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

Schedule	CPA Category
SCHEDULE A: PRELIMINARY AND GENERAL	Site Installation and General Items
SCHEDULE B: SITE CLEARANCE	Site Installation and General Items
SCHEDULE C: EARTHWORKS	Civil Engineering Material/Site Installation and General Items
SCHEDULE D: MEDIUM-PRESSURE PIPELINES	To be proportioned between Plant and Equipment/Materials / Site Installation and General Items
SCHEDULE E: CONCRETE KERBING AND CHANNELING	Civil Engineering Material
SCHEDULE F: HORIZONTAL DIRECTIONAL DRILLING/PIPE JACKING	To be proportioned between Plant and Equipment/Materials / Site Installation and General Items
SCHEDULE G: CABLE DUCTS	Site Installation and General Items

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

C2.2 Schedules of Rates

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS
TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE,
SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE
DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'**

CONTENTS	PAGES
SCHEDULE A: PRELIMINARY AND GENERAL	50 – 54
SCHEDULE B: SITE CLEARANCE	55 – 56
SCHEDULE C: EARTHWORKS	57 – 60
SCHEDULE D: MEDIUM-PRESSURE PIPELINES	61 – 77
SCHEDULE E: CONCRETE KERBING AND CHANNELING	78
SCHEDULE F: HORIZONTAL DIRECTIONAL DRILLING AND/PIPE JACKING	79 – 82
SCHEDULE G: CABLE DUCTS	83
DECLARATION	84

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE A : PRELIMINARY AND GENERAL				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200 A	PRELIMINARY AND GENERAL		
	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS		
		Contractor's general obligations		
A1	PSA 8.3.1.1	Security (performance guarantee) (Framework contract once off pay item)	Sum	
A2	PSA 8.3.1.2	Insurance (blanket/umbrella policy) (Framework contract annual pay item)	Sum	
	8.3.2	Establishment of facilities on the Site		
	8.3.2.2	Facilities for the Contractor		
A3		a) Offices and storage sheds	Sum	
A4		b) Ablution and latrine facilities	Sum	
A5		b) Water supplies, electric power and communications	Sum	
A6	8.3.3	General responsibilities and other fixed-charge obligations	Sum	
A7	8.3.4	Removal of Site Establishment	Sum	
A8		Testing carried out by commercial or council laboratory as ordered by Employer's Agent	Prov Sum	R5000.00
A9		% Profit and Attendance for item A8	%%
	8.4	SCHEDULED TIME-RELATED ITEMS		
A10	8.4.1	Contractual requirements	day	
A11	8.4.2	Operation and Maintenance of Facilities on Site, for the Duration of Construction including all requirements for safe working related to Covid-19, except where otherwise stated	day	
	PSA 8.4.2.2	Facilities for the Contractor		
A12		a) Offices and storage sheds	day	
A13		b) Ablution and latrine facilities	day	
A14		c) Water supplies, electric power and communications	day	
	PSA 8.7	DAYWORKS (As ordered by the Employer's Agent)		
A15		LABOUR CHARGES		
		(a) Labourer	h	
A16		(b) Chargehand / Team leader	h	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
A17		(c) Foreman	h	
A18		(d) Artisan	h	
A19		(e) Plant Operator	h	
A20		(f) Flagperson	h	
A21		(g) Driver	h	
A22		(h) Security Guard	h	
A23		(i) Coded Welder	h	
		MATERIALS CHARGES		
A24		(a) Actual cost of material (excl. VAT)	Prov Sum	R50 000.00
A25		(b) Handling costs in respect of item A24	%%
		PLANT CHARGES (As ordered by the Employer's Agent)		
A26		(a) Backhoe / Digger loader	h	
A27		(b) Tractor	h	
A28		(c) Trailor	h	
A29		(d) Tip truck:		
A30		(i) Capacity of 6 m3	h	
A31		(ii) Capacity of 10 m3	h	
A32		(e) Walk-behind vibrating roller (1t)	h	
A33		(f) Plate compactor	h	
A34		(g) Water cart (5000 l)	h	
A35		(h) Water cart (9000 l)	h	
A36		(i) Concrete mixer	h	
A37		(j) Flat bed truck (3t)	h	
A38		(k) Flat bed truck (20t)	h	
A39		(l) Compressor (16 m3 / min) including hoses and breakers	h	
A40		(m) Excavator (minimum 20 t)	h	
		(n) Light delivery vehicle		
A41		(1) 0.5 t capacity	h	
A42		(2) 1.0 t capacity	H	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		(o) Pumps		
		Super Silent Selwood Seltorque pumps (or similar approved)		
A43		(i) 75mm diam	h	
A44		(ii) 100mm diam	h	
A45		(iii) 150mm diam	h	
A46		(p) Sludge pump	h	
A47		Welding Machine	h	
A48		50t Mobile crane	h	
A49		Side Boom	h	
A50		(q) Other plant not specified above	Prov Sum	R200 000.00
A51		(r) Handling costs in respect of item A50	%%
	PSA 8.8	TEMPORARY WORKS		
	E.15.01	Accommodating traffic and maintaining temporary deviations one and two-way traffic in : (incl. traffic safety officer, flagpersons, delineators and all signage)		
A52		(a) Short Term Works	km	
A53		(b) Urban streets - Two-Way lane closure	km	
A54		(c) Urban streets - One-Way traffic accommodated	km	
A55		(d) Urban streets - Lane Closure in and beyond junction	km	
A56		(e) Provincial Roads	km	
A57		(f) National Roads	km	
	PSA 8.8.4	LOCATION AND PROTECTION OF EXISTING SERVICES		
	PSA 8.8.4.1	Provision of Devices for:		
A58		(a) Water and sewer pipes	Sum	
A59		(b) Electrical and other cables	Sum	
A60		(c) Other	Sum	
	PSA 8.8.4.2	Hand excavation necessary for locating and exposing existing services in all materials:		
A61		(a) In all roadways	m ³	
A62		(b) In paved areas	m ³	
A63		(c) In concrete areas	m ³	
A64		(d) In all other areas	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
A65	PSA 8.8.7	Dealing with water:		
A66		(a) Dealing with subsurface water	Sum	
A67		(b) Dealing with surface water	Sum	
A68		(c) Extra-over for item (a) above:		
		i) Installation of well points	m	
		ii) Operate and maintain	day	
	PSA 8.8.8	LIAISON WITH SERVICE AUTHORITIES		
		Wayleave applications		
A69		a) Roads & Stormwater	Sum	
A70		b) Water and Sanitation - Services	Sum	
A71		c) Water and Sanitation - Bulk	Sum	
A72		d) Eskom Electricity	Sum	
A73		e) City of Cape Town - Electricity Department	Sum	
A74		f) Telkom	Sum	
A75		g) Neotel	Sum	
A76		h) Dark Fibre Africa	Sum	
A77		i) Western Cape Department of Transport and Public Works: Roads	Sum	
A78		j) SANRAL	Sum	
A79		k) Other	Prov Sum	R 50 000.00
A80		l) Handling costs and profit for items A69- A78	%	
A81		m) Application for use of portion of public open space per Works Project	Prov Sum	R 50 000.00
A82		n) Monthly rental of portion of public open space per Works Project	Prov Sum	R 50 000.00
A83	PSA 8.9	HEALTH AND SAFETY		
A84.	PSA 8.9.1	Complying with Health and Safety requirements including risk associated with Covid-19 epidemic.	day	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
A85	PSA 8.9.2	Asbestos Specialist Services:		
		(a) Approved Asbestos Inspection Authority (AIA) to assist the contractor with the approval of the asbestos plan of work, in accordance with legislation	Prov Sum	R 10 000.00
A86		(b) Administrative costs and profit in respect of item A85	%	
A87		(c) Handling and disposal of asbestos-containing waste from site to the permitted Vissershok landfill site, in accordance with legislation	Sum	
A88		(d) Transport of asbestos-containing waste at the permitted low-hazard (H:hr) landfill site at Vissershok, in accordance with legislation	t/km	
A89	PSA 8.10	(e) Cost of dumping at permitted Vissershok landfill site (Original tipping slips are required for audit purposes)	ton	
		ENVIRONMENTAL MANAGEMENT		
A90		Complying with Environmental Management requirements	day	
A91		Noise Exemption Permit per Works Project	Sum	
A92		COMMUNITY LIAISON OFFICER		
A93	PSA 8.11	a) Employment of CLO	day	R 450.00
A94		b) Handling costs and profit for item A93	%	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE B : SITE CLEARANCE				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200 C	SITE CLEARANCE		
		Clear and Grub:		
B1	8.2.1	Clear and grub site (provisional: area to be designated by Employers Agent)	m ²	
	8.2.2	Remove and grub/dispose trees and tree stumps of girth		
B2		a) over 0,5m up to and including 1,0m	No.	
B3		b) over 1,0 m up to and including 2,0m	No.	
	PSC 8.2.7	Dismantle, remove and disposal		
		a) Pipelines		
B4		i) Up to 300mm diameter	m	
B5		ii) Over 300mm diameter	m	
B6		b) Valve or Hydrant Chambers (Concrete)	No.	
B7		c) Valve or Hydrant Chambers (Brick)	No.	
B8		d) Kerb, Edging and channels	m	
		e) Asphalt		
B9		i) Asphalt (0mm to 50mm thick)	m ²	
B10		ii) Asphalt (Over 50mm thick)	m ²	
B11		f) Road Signs	No.	
B12		g) Trees and Plants / Shrubs	No.	
B13		h) Grass and lawns	m ²	
		i) Concrete in roads, driveways or walkways		
B14		i) Up to 100mm thick concrete	m ²	
B15		ii) over 100mm and up to 200mm thick concrete	m ²	
B16		iii) over 200mm thick concrete	m ²	
B17		j) Brick Paving in roads, driveways or walkways	m ²	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
B18	PSC 8.2.10	Remove topsoil to a nominal depth of 150mm, stockpile and reinstate on completion	m ³	
	PSC 8.2.11	Remove and stockpile material for later reinstatement		
B19		a) Kerbs, edging and channels	m	
B20		b) Brick paved / Interlocking bricks driveways or walkways	m ²	
B21		c) Grass and lawns	m ²	
B22		d) Trees and Plants / Shrubs	No.	
B23		e) Road Signs	No.	
		f) Fence		
B24		i) All wire type fencing	m	
B25		ii) All palisade type fencing	m	
B26		iii) Vibracrete walls	m	
B27		iv) Brick wall	m ²	
	PSC 8.2.12	Saw cutting of existing surfaces		
B28		a) Asphalt	m	
B29		b) Concrete	m	
B30		c) Paving	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE C: EARTHWORKS (PIPE TRENCHES)				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)		
		EXCAVATION		
	PSDB 8.3.2 a)	Excavate in all materials for trenches, backfill, compact, and dispose of surplus material		
		Pipes over 300 mm up to 2400mm diam. for total trench depth:		
C1		a) Exceeding 0,0 m but not exceeding 1,0 m	m ³	
C2		Extra Over a) for hard rock	m ³	
C3		b) Exceeding 1,0 m but not exceeding 2,0 m	m ³	
C4		Extra Over b) for hard rock	m ³	
C5		c) Exceeding 2,0 m but not exceeding 3,0 m	m ³	
C6		Extra Over c) for hard rock	m ³	
C7		d) Exceeding 3,0 m but not exceeding 4,0m	m ³	
C8		Extra Over d) for hard rock	m ³	
C9		e) Exceeding 4,0 m but not exceeding 5,0 m	m ³	
C10		Extra Over e) for hard rock	m ³	
C11	PSDB 8.3.2 d)	Excavate and dispose of unsuitable material from trench bottom	m ³	
		EXCAVATION ANCILLARIES		
C12	PSDB 8.3.3.1	Make up deficiency in backfill material	m ³	
C13	8.3.3.1 a)	From other necessary excavations on site	m ³	
	8.3.3.1 c)	By importation from commercial source (As approved by the Employer's Agent)		
C14		a) Sand	m ³	
C15		b) Up to 37mm stone any thickness	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
C16	8.3.3.3	Compaction in road reserve	m ³	
	8.3.4	PARTICULAR ITEMS		
	PSDB 8.3.4	a) Shoring trench in all cases for depths:		
C17		i) 1,0m - 2,0m	m ²	
C18		ii) 2,0m - 3,0m	m ²	
C19		iii) 3,0m - 4,0m	m ²	
C20		iv) 4,0m - 5,0m	m ²	
	8.3.5	EXISTING SERVICES		
	8.3.5 a)	Services that intersect a trench (temporary protection)		
C21		a) LV electrical cables	No.	
C22		b) HV electrical cables	No.	
C23		c) House water connections	No.	
C24		d) Water mains	No.	
C25		e) Bulk water mains	No.	
C26		f) Stormwater pipes up to 600mm diam.	No.	
C27		g) Stormwater pipes over 600mm diam.	No.	
C28		h) Sewers pipes up to 300 mm diam.	No.	
C29		i) Sewer pipes over 300 mm diam.	No.	
C30		j) Telecommunication cables in ducts	No.	
C31		k) Telecommunication optic fibre cables	No.	
C32		l) Stormwater channels and kerbs	No.	
	8.3.5 b)	Services that adjoin a trench (temporary protection)		
C33		a) LV electrical cables	m	
C34		b) HV electrical cables	m	
C35		c) Water mains	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

G

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
C36		d) Bulk water mains	m	
C37		e) Stormwater pipes up to 600mm diam.	m	
C38		f) Stormwater pipes over 600mm diam.	m	
C39		g) Sewers pipes up to 300 mm diam.	m	
C40		h) Sewer pipes over 300 mm diam.	m	
C41		i) Telecommunication cables in ducts	m	
C42		k) Stormwater channels and kerbs	m	
	PSDB 8.3.6	FINISHING (REINSTATEMENT)		
	8.3.6.1	Reinstate road surfaces including the following new layerworks from commercial sources:		
C43		a) Asphalt surfacing (medium continuously grade) 40mm thick	m ²	
C44		b) Tack coat	m ²	
C45		c) 150mm G5 gravel subbase compacted to 97% MOD AASHTO density	m ²	
C46		d) 150 mm G4 gravel base compacted to 98% of MOD Aashto density	m ²	
	8.3.6.1	Reinstate sidewalks and footways surfaces including the following new layerworks from commercial sources:		
C47		a) 100 mm thick G5 gravel Subbase compacted to 95% MOD. AASHTO density	m ²	
C48		b) Asphalt surfacing 20mm thick	m ²	
	8.3.6.1	Reinstate other surfaces including the following new layerworks from commercial sources:		
C49		a) Concrete (75 mm thick, 25 Mpa on 100 mm G5 gravel Subbase compacted to 95% MOD. AASHTO density on sidewalks and driveways)	m ²	
C50		b) Brick Paving (60 mm thick concrete pavers on 20 mm sand bed to matching colours on 100 mm thick G5 gravel subbase compacted to 96% MOD. AASHTO density on sidewalks)	m ²	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
C51		c) Interlocking concrete block paving (80 mm thick 30 Mpa on 150 mm thick G5 gravel Subbase compacted to 96 % MOD. AASHTO density in roadway)	m ²	
C52		80 mm COLTA BTB compacted to 92%	m ³	
C53		40 mm COLTA medium wearing course compacted to 92%	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE D : MEDIUM-PRESSURE PIPELINES				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SANS 1200 L	MEDIUM-PRESSURE PIPELINES		
		PIPEWORK		
		PVC PIPE		
	8.2.1	Supply, handle, lay and bed (class B), with spigot and socket joints, test and disinfect		
		PVC-O 500 Pressure Pipes to SANS 16422 (Class 12)		
D1		(a) 315 mm diam.	m	
D2		(b) 355 mm diam.	m	
D3		(c) 400 mm diam.	m	
D4		(d) 450 mm diam.	m	
D5		(e) 500 mm diam.	m	
D6		(f) 630 mm diam	m	
		PVC-O 500 Pressure Pipes to SANS 16422 (Class 16)		
D7		(a) 315 mm diam.	m	
D8		(b) 355 mm diam.	m	
D9		(c) 400 mm diam.	m	
D10		(d) 450 mm diam.	m	
D11		(e) 500 mm diam.	m	
D12		(f) 630 mm diam	m	
		PVC-O 500 Pressure Pipes to SANS 16422 (Class 20)		
D13		(a) 315 mm diam.	m	
D14		(b) 355 mm diam.	m	
D15		(c) 400 mm diam.	m	
D16		(d) 450 mm diam.	m	
D17		(e) 500 mm diam.	m	
D18		(f) 630 mm diam	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		Supply, handle, lay and bed (class B), with Butt Fusion Welded joints/electro fusion welded joints, test and disinfect		
		High Density Polyethylene Pipe (HDPE) SANS ISO 4427		
		HDPE PE 100 PN 12.5		
D19		(a) 315 mm diam.	m	
D20		(b) 355 mm diam.	m	
D21		(c) 400 mm diam.	m	
D22		(d) 450 mm diam.	m	
D23		(e) 500 mm diam.	m	
D24		(f) 560 mm diam.	m	
D25		(g) 630 mm diam	m	
		HDPE PE 100 PN 16		
D26		(a) 315 mm diam.	m	
D27		(b) 355 mm diam.	m	
D28		(c) 400 mm diam.	m	
D29		(d) 450 mm diam.	m	
D30		(e) 500 mm diam.	m	
D31		(f) 560 mm diam.	m	
D32		(g) 630 mm diam	m	
		HDPE PE 100 PN 20		
D33		(a) 315 mm diam.	m	
D34		(b) 355 mm diam.	m	
D35		(c) 400 mm diam.	m	
D36		(d) 450 mm diam.	m	
D37		(e) 500 mm diam.	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D38		(f) 560 mm diam.	m	
D39		(g) 630 mm diam.	m	
		STEEL PIPES		
		Supply, handle, lay and bed (class B) Butt weld joints, test and disinfect Steel Pipes WS-BW-011 (City Specification) Table A		
D40		(a) 380 mm diam.	m	
D41		(b) 460 mm diam.	m	
D42		(c) 535 mm diam.	m	
D43		(d) 610 mm diam.	m	
D44		(e) 685 mm diam.	m	
D45		(f) 760 mm diam.	m	
D46		(g) 840 mm diam.	m	
D47		(h) 815 mm diam.	m	
D48		(i) 1065 mm diam.	m	
D49		(j) 1220 mm diam.	m	
D50		(k) 1370 mm diam.	m	
D51		(l) 1525 mm diam.	m	
D52		(m) 1675 mm diam.	m	
D53		(n) 1830 mm diam.	m	
		Supply and offload Steel Pipes WS-BW-011 (City Specification) Table A to Platteklouf Reservoir Pipe yard		
D54		(a) 380 mm diam.	m	
D55		(b) 460 mm diam.	m	
D56		(c) 535 mm diam.	m	
D57		(d) 610 mm diam.	m	
D58		(e) 685 mm diam.	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	GDESCRIPTION	UNIT	RATE
D59		(f) 760 mm diam.	m	
D60		(g) 840 mm diam.	m	
D61		(h) 815 mm diam.	m	
D62		(i) 1065 mm diam.	m	
D63		(j) 1220 mm diam.	m	
D64		(k) 1370 mm diam.	m	
D65		(l) 1525 mm diam.	m	
D66		(m) 1675 mm diam.	m	
D67		(n) 1830 mm diam.	m	
		Load from Platteklouf Reservoir pipe yard and transport to site, handle, lay and bed (class B), Butt welded joints, test and disinfect pipes supplied by the client		
D68		(a) 380 mm diam	m	
D69		(b) 460 mm diam	m	
D70		(c) 535 mm diam	m	
D71		(d) 610 mm diam	m	
D72		(e) 685 mm diam	m	
D73		(f) 760 mm diam	m	
D74		(g) 840 mm diam	m	
D75		(h) 815 mm diam	m	
D76		(i) 1065 mm diam	m	
D77		(j) 1220 mm diam	m	
D78		(k) 1370 mm diam	m	
D79		(l) 1525 mm diam]	m	
D80		(m) 1675 mm diam	m	
D81		(n) 1830 mm diam	m	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		SPECIALS AND FITTINGS		
	8.2.2	Supply, lay, bed, joint, incl. cut pipes to length where required, test and disinfect.		
		BENDS (Ductile Iron) for uPVC and HDPE pipelines		
		11.25 deg		
D82		a) 300 mm diam.	No.	
		22.5 deg		
D83		a) 300 mm diam.	No.	
		45 deg		
D84		a) 300 mm diam.	No.	
		90 deg		
D85		a) 300 mm diam.	No.	
		BENDS (Carbon Steel with cement mortar lining and sheath)		
D86		Mitres for steel bends less than 11.25 deg all diameters	No.	
		11.25 deg		
D87		(a) 380 mm diam.	No.	
D88		(b) 460 mm diam.	No.	
D89		(c) 535 mm diam.	No.	
D90		(d) 610 mm diam.	No.	
D91		(e) 685 mm diam.	No.	
D92		(f) 760 mm diam.	No.	
D93		(g) 840 mm diam	No.	
D94		(h) 815 mm diam	No.	
D95		(i) 1065 mm diam	No.	
D96		(j) 1220 mm diam	No.	
D97		(k) 1370 mm diam	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D98		(l) 1525 mm diam	No.	
D99		(m) 1675 mm diam	No.	
D100		(n) 1830 mm diam	No.	
		22.5 deg		
D101		(a) 380 mm diam.	No.	
D102		(b) 460 mm diam.	No.	
D103		(c) 535 mm diam.	No.	
D104		(d) 610 mm diam.	No.	
D105		(e) 685 mm diam.	No.	
D106		(f) 760 mm diam.	No.	
D107		(g) 840 mm diam	No.	
D108		(h) 815 mm diam	No.	
D109		(i) 1065 mm diam	No.	
D110		(j) 1220 mm diam	No.	
D111		(k) 1370 mm diam	No.	
		45 deg		
D112		(a) 380 mm diam.	No.	
D113		(b) 460 mm diam.	No.	
D114		(c) 535 mm diam.	No.	
D115		(d) 610 mm diam.	No.	
D116		(e) 685 mm diam.	No.	
D117		(f) 760 mm diam.	No.	
D118		(g) 840 mm diam	No.	
D119		(h) 815 mm diam	No.	
D120		(i) 1065 mm diam	No.	
D121		(j) 1220 mm diam	No.	
D122		(k) 1370 mm diam	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		90 deg		
D123		(a) 380 mm diam.	No.	
D124		(b) 460 mm diam.	No.	
D125		(c) 535 mm diam.	No.	
D126		(d) 610 mm diam.	No.	
D127		(e) 685 mm diam.	No.	
D128		(f) 760 mm diam.	No.	
D129		(g) 840 mm diam	No.	
D130]		(h) 815 mm diam	No.	
D131		(i) 1065 mm diam	No.	
D132		(j) 1220 mm diam	No.	
D133		(k) 1370 mm diam	No.	
		TEES (Ductile Iron with Socket ends for PVC-O pipes class 16)		
D134		300 x 300 mm	No.	
		TEES (Carbon Steel with cement mortat lining and sheathing WS-BW-011)		
D135		300 x 300 mm	No.	
D136		350 x 300 mm	No.	
D137		350 x 350 mm	No.	
D138		400 x 300 mm	No.	
D139		400 x 350 mm	No.	
D140		400 x 400 mm	No.	
D141		450 x 300 mm	No.	
D142		450 x 350 mm	No.	
D143		450 x 400 mm	No.	
D144		450 x 450 mm	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D145		500 x 300 mm	No.	
D146		500 x 350 mm	No.	
D147		500 x 400 mm	No.	
D148		500 x 450 mm	No.	
D149		500 x 500 mm	No.	
D150		560 x 300 mm	No.	
D151		560 x 350 mm	No.	
D152		560 x 400 mm	No.	
D153		560 x 450 mm	No.	
D154		560 x 500 mm	No.	
D155		560 x 560 mm	No.	
D156		630 x 300 mm	No.	
D157		630 x 350 mm	No.	
D158		630 x 400 mm	No.	
D159		630 x 450 mm	No.	
D160		630 x 500 mm	No.	
D161		630 x 560 mm	No.	
D162		630 x 630 mm	No.	
D163		760 x 300 mm	No.	
D164		760 x 350 mm	No.	
D165		760 x 400 mm	No.	
D166		760 x 450 mm	No.	
D167		760 x 500 mm	No.	
D168		760 x 560 mm	No.	
D169		760 x 630 mm	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D170		760 x 760 mm	No.	
D171		840 x 300 mm	No.	
D172		840 x 350 mm	No.	
D173		840 x 400 mm	No.	
D174		840 x 450mm	No.	
D175		840 x 500 mm	No.	
D176		840x 560 mm	No.	
D177		840 x 630 mm	No.	
D178		840 x 760 mm	No.	
D179		840 x 840 mm	No.	
D180		1065 x 300 mm	No.	
D181		1065 x 350 mm	No.	
D182		1065 x 400 mm	No.	
D183		1065 x 450 mm	No.	
D184		1065 x 500 mm	No.	
D185		1065 x 560 mm	No.	
D186		1065 x 630 mm	No.	
D187		1065 x 760 mm	No.	
D188		1220 x 300 mm	No.	
D189		1220 x 350 mm	No.	
D190		1220 x 400 mm	No.	
D191		1220 x 450 mm	No.	
D192		1220 x 500 mm	No.	
D193		1220 x 560 mm	No.	
D194		1220 x 630 mm	No.	
D195		1220 x 760 mm	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D196		1220 x 840 mm	No.	
D197		1220 x 1065 mm	No.	
D198		1220 x 1220 mm	No.	
		REDUCERS (Carbon Steel with Cement Mortar Lining and sheathing WS-BW-011)		
D199		500 x 450 mm	No.	
D200		560 x 350 mm	No.	
D201		560 x 400 mm	No.	
D202		560 x 450 mm	No.	
D203		560 x 500 mm	No.	
D204		630 x 400 mm	No.	
D205		630 x 450 mm	No.	
D206		630 x 500 mm	No.	
D207		630 x 560 mm	No.	
		END CAPS (Ductile Iron)		
D208		300 mm diam.	No.	
		END CAPS (Carbon Steel WS-BW-011)		
D209		(a) 380 mm diam.	No.	
D210		(b) 460 mm diam.	No.	
D211		(c) 535 mm diam.	No.	
D212		(d) 610 mm diam.	No.	
D213		(e) 685 mm diam.	No.	
D214		(f) 760 mm diam.	No.	
D215		(g) 840 mm diam	No.	
D216		(h) 815 mm diam	No.	
D217		(j) 1065 mm diam	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D218		(k) 1220 mm diam	No.	
D219		(l) 1370 mm diam	No.	
		FLANGE ADAPTERS (1 Socket, 1 Flange end)		
		Ductile Iron flange adaptors for PVC pipes		
D220		315 mm diameter	No.	
		Flange adaptors with corrosion protection for PVC and Steel pipes		
D221		300mm diameter	No.	
D222		350mm in diameter	No.	
D223		400mm diameter	No.	
D224		450mm in diameter	No.	
D225		500mm diameter	No.	
D226		550mm diameter	No.	
D227		630mm diameter	No.	
		Flange adaptors (long collar) with corrosion protection for HDPE pipes		
D228		300mm diameter	No.	
D229		350mm in diameter	No.	
D230		400mm diameter	No.	
D231		450mm in diameter	No.	
D232		500mm diameter	No.	
D233		560mm diameter	No.	
D234		630mm diameter	No.	
		RANGER COUPLINGS (Suitable for 16 Bar working pressure)		
D235		300mm diameter	No.	
D236		350mm in diameter	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D237	8.2.3	400mm diameter	No.	
D238		450mm in diameter	No.	
D239		500mm diameter	No.	
D240		560mm diameter	No.	
D241		630mm diameter	No.	
		RANGER COUPLINGS (Suitable for 20 Bar working pressure)		
D242		300mm diameter	No.	
D243		350mm in diameter	No.	
D244		400mm diameter	No.	
D245		450mm in diameter	No.	
D246		500mm diameter	No.	
D247		560mm diameter	No.	
D248		630mm diameter	No.	
		VALVES, FLOW METER, ETC.		
		Supply of Valve (left-hand closing, non- rising spindle, with cap top)		
		Flanged Resilient Seal Gate Valve		
D249		a) 300 mm diam.	No.	
D250		b) 350 mm diam.	No.	
D251		c) 400 mm diam.	No.	
D252		d) 450 mm diam.	No.	
D253		e) 500 mm diam.	No.	
D254		f) 560 mm diam.	No.	
D255		g) 630 mm diam	No.	
D256		Installation of valves, joint, incl cut pipes where necessary and test	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D257		Installation of valves on steel pipe, joint, weld, incl cut pipes where necessary and test	No.	
D258		Repair leaking valves - Repack gland and operate valve - All sizes	No.	
		Remove existing valve including bolts, nuts, gaskets and couplings on operational water pipelines		
D259		200mm or 250mm or 300mm in diameter	No.	
D260		350mm or 400mm or 450mm in diameter	No.	
D261		500mm in diameter	No.	
D262		600mm in diameter	No.	
		Supply and install Bolt and washers for valves		
D263		8.8 high tensile bolts	t	
		Steel reinforcing Bars		
D264		a) Y16 reinforcing Bars	t	
D265		b) Y20 reinforcing Bars	t	
D266		c) Y32 reinforcing Bars	t	
D267		Clearing the working area around each valve chamber and form an adequate work platform	No.	
D268		Remove all refuse, rubble, sand, building material, etc from the valve chamber in order to proceed with the removal of the valve	No.	
D269		Pumping out water in valve chambers to maintain dry condition in valve chamber while work is in progress	No.	
D270		Extra - over for removal and replacement of valve chamber top cover slab	No.	
D271		Raising or lowering of existing valve covers including top cover slab - All sizes	No.	
D272		Plaster and / or waterproof inside of valve chamber to prevent ground water seepage (infiltration)	Sum	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		AIR VALVES		
		Supply RBX Vent-O-Mat air valve or equivalent approved complete with T-pieces and couplings where necessary, Class 16 Flanged		
D273		a) 50 mm diam.	No.	
D274		b) 80 mm diam.	No.	
D275		c) 100 mm diam.	No.	
D276		d) 150mm diam.	No.	
D277		e) 200mm diam.	No.	
D278		Installation of air valve, joint, include cut pipes, where necessary and test	No.	
D279		Installation of air valve on steel pipe, joint, weld, incl cut pipes where necessary and test	No.	
		MAJOR VALVES		
	8.2.3	Supplying of double flanged type Butterfly valve		
D280		a) 350mm diam.	No.	
D281		b) 400mm diam.	No.	
D282		c) 450mm diam.	No.	
D283		d) 500mm diam.	No.	
D284		e) 560mm diam.	No.	
D285		f) 630mm diam.	No.	
D286		g) 800 mm diam.	No.	
D287		h) 900 mm diam.	No.	
D288		i) 1000 mm diam.	No.	
D289		j) 1200 mm diam.	No.	
D290		k) 1500 mm diam.	No.	
D291		l) 1800 mm diam.	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		Installation of double flanged type Butterfly valve, joint, fixing, bed incl cut pipes where necessary and test		
D292		a) 350mm diam.	No.	
D293		b) 400mm diam.	No.	
D294		c) 450mm diam.	No.	
D295		d) 500mm diam.	No.	
D296		e) 560mm diam.	No.	
D297		f) 630mm diam.	No.	
		Supplying of double flanged non return valve		
D298		a) 350mm diam.	No.	
D299		b) 400mm diam.	No.	
D300		d) 500mm diam.	No.	
D301		e) 560mm diam.	No.	
D302		f) 630mm diam.	No.	
		Installation of double flanged non return valve, joint, fixing, bed incl cut pipes where necessary and test		
D303		a) 350mm diam.	No.	
D304		b) 400mm diam.	No.	
D305		c) 450mm diam.	No.	
D306		d) 500mm diam.	No.	
D307		e) 560mm diam.	No.	
D308		f) 630mm diam.	No.	
D309		ANCILLARIES		
	8.2.11	Anchor/Thrust blocks and pedestals		
D310		Concrete mix 25/19 MPA	m ³	
D311		Marker posts (Drawing No: W2 4594)	No.	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
		VALVE CHAMBERS:		
D312	8.2.13	Butterfly Valve chambers, complete to detail drawings	No	
D313		460mm Butterfly valve on tee chamber with 100mm bypass(WO-4199)	No	
D314		460mm Butterfly valve on tee chamber with 100mm bypass(WO-3302)	No	
D315		535MM Butterfly valve on tee chamber with 100mm bypass (WO-4201)	No	
D316		610 mm Butterfly valve on tee chamber with 100mm bypass(WO-3304)	No	
D317		915 mm Butterfly Valve Chamber (W0-12233)	No	
D318		915 mm Butterfly Valve Chamber (W0-5061)	No	
D319		1065 mm Butterfly Valve Chamber (W0-12234)	No	
D320		1220 mm Butterfly Valve Chamber (W0-3998)	No	
D321-		1220 mm Butterfly Valve Chamber (W0-4210)	No	
D322		Supply and install class 8.8 High Tensile Bolts and Washers	T	
D323		Y20 Reinforcing bars	T	
D324		Y12 Reinforcing bars	T	
D325		Air Valve Chamber inclusive of all fittings within the chamber(refer to drawing No.W1-4777)	No.	
D326		Air Valve Chamber inclusive of all fittings within the chamber(refer to drawing No.W1-2297)	No	
D327		Supply and install class 8,8 High Tensile Bolts and washers	T	
D328		Y20 Reinforcing bars	T	
D329		Y12 Reinforcing bars	T	
D330		Scour Valve Chamber inclusive of access ladder(refer to drawing No.WO-3200)	No.	
D331		Supply and Install class 8.8 High Tensile bolts and washers	T	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
D332		Y20 reinforcing bars	T	
D333		Y12 Reinforcing bars	T	
	SANS 1200 LB	BEDDING (PIPES)		
	PSLB 8.2.1	Provision of bedding and selected fill material from trench excavations		
D334		a) Selected granular material	m ³	
D335		b) Selected fill material	m ³	
		Supply only of bedding material by importation		
	PSLB 8.2.2.3	From commercial sources		
D336		a) Selected granular material	m ³	
D337		b) Selected fill material	m ³	
D338		c) 19 mm stone	m ³	
	PSLB 8.2.6	Geotextile / Geomembrane wrapped around 19mm stone bedding with 300mm overlay:		
D339		a) A2 or similar approved	m ²	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE E : CONCRETE KERBING AND CHANNELLING				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SABS 1200 MK	CONCRETE KERBING AND CHANNELLING		
E1	8.2.1	a) Combined kerb and infall channel to match existing - (Transition Kerb)	m	
E2	8.2.2	b) Mountable kerb to match (MK10)	m	
E3	8.2.3	c) Barrier Kerb (BK12)	m	
E4		d) Edging Kerb (E1)	m	
E5		e) Channel (C1)	m	
	SABS 1200 MM	ANCILLARY ROADWORKS		
		ROAD MARKINGS		
	PSMM 8.4.1	Non-reflectorised paint applied at nominal rate of 0,42 l/m ² for:		
		a) White lines (Broken or unbroken)		
E6		i) 100 mm wide	m	
E7		ii) 300 mm wide	m	
		b) Yellow lines (Broken or unbroken)		
E8		i) 100 mm wide	m	
E9		ii) 300 mm wide	m	
E10		c) White characters and symbols	m ²	
E11		d) Yellow characters and symbols	m ²	
E12		e) Traffic island markings (any colour)	m ²	
	8.4.2	Variation in rate of application from that stated for item PS MM 8.4.1		
E13		a) White paint	l	
E14		b) Yellow paint	l	
	PSMM 8.4.4	Setting out and premarking		
E15		Setting out and premarking	Per/Km	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE F : HORIZONTAL DIRECTIONAL DRILLING				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	PS-TG	HORIZONTAL DIRECTIONAL DRILLING and PIPE JACKING		
		Horizontal Directional Drilling establishment		
F1		Fixed charges	Sum	
F2		Time related charges	day	
	PS-TG 8.1	Supply of pipes for horizontal directional drilling		
F3		315 mm HDPE PE 100 PN 20	m	
F4		355mm HDPE PE 100 PN 20	m	
F5		400mm HDPE PE 100 PN 20	m	
F6		450mm HDPE PE 100 PN 20	m	
F7		500mm HDPE PE 100 PN 20	m	
F8		560mm HDPE PE 100 PN 20	m	
F9		630mm HDPE PE 100 PN 20	m	
	PS-TG 8.2	Horizontal directional drilling of pipes (Pipes measured separately)		
F10		315 mm HDPE PE 100 PN 20	m	
F11		355mm HDPE PE 100 PN 20	m	
F12		400mm HDPE PE 100 PN 20	m	
F13		450mm HDPE PE 100 PN 20	m	
F14		500mm HDPE PE 100 PN 20	m	
F15		560mm HDPE PE 100 PN 20	m	
F16		630mm HDPE PE 100 PN 20	m	
		Excavation for horizontal directional drilling launching and receiving pits		
F17		a) Soft material	m ³	
F18		b) Intermediate material	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEHM NO	PAYMENT	DESCRIPTION	UNIT	RATE
F19		c) Hard rock	m ³	
	SANS1200LG	JACKING OF CONCRETE SLEEVE PIPES		
	8.2.1	Establishment		
F20	a)	Fixed cost	Sum	
F21	b)	Time related	Day	
	8.2.6	Supply and install pipes by Pipe Jacking method complete with excavation		
F22		100D 900mm diameter jacking pipes with inwall joints	m	
F23		Extra Over F22 lengths of pipeline longer than 85m	m	
F24		100D 1170mm diameter jacking pipes with inwall joints	m	
F25		Extra Over F24 lengths of pipeline longer than 85m	m	
F26		100D 1473mm diameter jacking pipes with inwall joints	m	
F27		Extra Over F26 lengths of pipeline longer than 85m	m	
F28		100D 1678mm diameter jacking pipes with inwall joints	m	
F29		Extra Over F28 lengths of pipeline longer than 85m	m	
F30		100D 1800mm diameter jacking pipes with inwall joints	m	
F31		Extra Over F30 lengths of pipeline longer than 85m	m	
F32		100D 2000mm diameter jacking pipes with inwall joints	m	
F33		Extra Over F32 lengths of pipeline longer than 85m	m	
	8.2.8	Extra Over F19 for excavation in rock		
F34		a) Using pneumatic tools where blasting is not permitted	m ³	
F35		b) using explosives where permitted	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEHM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	8.2.9	Grouting of voids		
F36		a) provision and establishment of equipment on site and removal on completion	Sum	
F37		b) operation of equipment	Day	
F38		c) materials used	m ³	
F39		c) Hard rock	m ³	
	SANS1200LG	JACKING OF CONCRETE SLEEVE PIPES		
	8.2.1	Establishment		
F40	a)	Fixed cost	Sum	
F41	b)	Time related	Day	
	8.2.6	Supply and install pipes by Pipe Jacking method complete with excavation		
F42		100D 900mm diameter jacking pipes with inwall joints	m	
F43		100D 117mm diameter jacking pipes with inwall joints	m	
F44		100D 1473mm diameter jacking pipes with inwall joints	m	
F45		100D 1678mm diameter jacking pipes with inwall joints	m	
F46		100D 1800mm diameter jacking pipes with inwall joints	m	
F47		100D 2000mm diameter jacking pipes with inwall joints	m	
	8.2.7	Extra Over F24 lengths of pipeline longer than 85		
F48		100D 900mm diameter jacking pipes with inwall joints	m	
F49		Extra Over F25 lengths of pipeline longer than 85		
F50		100D 117mm diameter jacking pipes with inwall joints	m	
F51		Extra Over F26 lengths of pipeline longer than 85		

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

ITEHM NO	PAYMENT	DESCRIPTION	UNIT	RATE
F52		100D 1473mm diameter jacking pipes with inwall joints	m	
F53		Extra Over F27 lengths of pipeline longer than 85		
F54		100D 1678mm diameter jacking pipes with inwall joints	m	
F55		Extra Over F28 lengths of pipeline longer than 85		
F56		100D 1800mm diameter jacking pipes with inwall joints	m	
F57		Extra Over F29 lengths of pipeline longer than 85		
F58		100D 2000mm diameter jacking pipes with inwall joints	m	
	8.2.8	Extra Over F20 for excavation in rock		
F59		a) Using pneumatic tools where blasting is not permitted	m ³	
F60		b) using explosives where permitted	m ³	
	8.2.9	Grouting of voids		
F61		a) provision and establishment of equipment on site and removal on completion	Sum	
F62		b) operation of equipment	Day	
F63		c) materials used	m ³	

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE G : CABLE DUCTS				
ITEM NO	PAYMENT	DESCRIPTION	UNIT	RATE
	SABS 1200 LC	CABLE DUCTS		
		b) Supply, handle and lay 50mm HDPE PE 80 PN 5 pipes		
G1	8.2.5	1 pipe per trench	m	
G2	PS LC 8.2.10	Route Markers	No.	
G3	8.2.7	Draw pit (complete as per drawing C1)	No.	

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I/we, the undersigned, do hereby declare that these are the properly priced Schedule of Rates forming Part C2.2 of this Contract Document containing 323 pages in consecutive order, with Annex 6 attached containing 47 pages in consecutive order, upon which my/our tender for **TENDER NO. 107Q/2021/22: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER** has been based. If I/we have submitted a printed version of the Schedules of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

T2.2 Returnable Schedules

NOTE: Certain of the following Returnable Schedules, amended as applicable, will also have to be completed for each Works Project.

CITY OF CAPE TOWN**BULK SERVICES: WATER AND SANITATION****CONTRACT NO. 107Q/2021/22****TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER****SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 2a: National Treasury Central Supplier Database registration number :

Section 2b: SARS Tax Compliance Status PIN :

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?

☐ Yes ☐ No

If yes, enclose proof

Is tenderer a foreign based supplier for the Goods / Services / Works offered?

☐ Yes ☐ No

If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?

☐ Yes ☐ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?

☐ Yes ☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa?

☐ Yes ☐ No

d) Does the tenderer have any source of income in the Republic of South Africa?

☐ Yes ☐ No

e) Is the tenderer liable in the Republic of South Africa for any form of taxation?

☐ Yes ☐ No

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise
name

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 2 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **XXXXQ/2020/21: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER**

in response to the invitation for the tender made by the City of Cape Town, 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹Joint 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.

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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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

.....
Name

.....
Position

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize

Mr/Ms
..... authorised signatory of the company,
close corporation or partnership
....., acting in the capacity
of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 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).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer 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"/>
1.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and 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 Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

Tender

T2.291

Part T2: Returnable

Documents

Returnable Schedules

Reference No. 107Q/2021/22

CITY OF CAPE TOWN

BULK SERVICES: WATER WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve (12) months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of twelve (12) months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of twenty-four (24) months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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 tenderer 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 tenderer or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company or Close Corporation Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was/were in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

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

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

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

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

<u>CITY OF CAPE TOWN</u> VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

NOT USED

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 11: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

The tenderer shall append the relevant registration/accreditation: (C.2.1.4.7) .

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Please indicate Yes or No (X)

YES

☐

NO.

☐

Tender	T2.2102
Part T2: Returnable	Documents
	Returnable Schedules
Reference No. 107Q/2021/22	

CONSTRUCTION MANAGER/ SITE AGENTS	NAME:			
	QUALIFICATION:			
	NQF LEVEL:			
CONTRACT & CLIENT	PIPE SIZE	PIPE LENGTH	PIPE MATERIAL	YEAR COMPLETED

GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR	NAME:			
	QUALIFICATION:			
	NQF LEVEL:			
CONTRACT & CLIENT	PIPE SIZE	PIPE LENGTH	PIPE MATERIAL	YEAR COMPLETED

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

SIGNED ON BEHALF OF THE TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 13: SCHEDULE OF CONSTRUCTION EQUIPMENT

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION
107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

SCHEDULE 14: DETAILS OF TENDERER'S WORKSHOP FACILITIES

NOT USED

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 15: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

SCHEDULE 16: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 17: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 18: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer's attention is drawn to clause C.2.1.4.3 in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

Criteria No	Description of quality criteria	Maximum possible score
1	1.1 Company experience with respect to comparable projects in Continuously Welded Steel Pipe Work (Refer to Schedule 9)	25
	1.2 Company experience with respect to comparable projects in HdPe Pipe with butt fusion welded and/or electro fusion welded (Refer to Schedule 9)	25
2	Experience of the key staff in relation to the scope of work (Refer to Schedule 12)	30
3	Qualifications of the key staff in relation to the scope of work (Refer to Schedule 12)	20
	Maximum possible score for Quality	100

The minimum responsiveness score for quality is 60 points. Tenderers that fail to achieve the minimum score will be deemed non-responsive.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

SCHEDULE 19: REGIONS OF PREFERENCE

Not Used

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20A : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: COATED STEEL CONVEYANCE PIPES

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

General Conditions

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 Nedbank at close of business on the date of advertisement of the bid as required in paragraph 3.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and 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:

Description of services, works or goods	Stipulated minimum threshold
---	------------------------------

Coated Steel Conveyance pipes	80%
-------------------------------	-----

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the Nedbank 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 CCT provide directives in this regard.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20A : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: COATED STEEL CONVEYANCE PIPES (Cont'd)

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 Municipality / Municipal Entity):

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 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;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.				<div style="border: 1px solid black; padding: 5px;"> Note: VAT to be excluded from all calculations </div>		
(C2)	Tender description:						
(C3)	Designated product(s)	Coated Steel Conveyance pipes					
(C4)	Tender Authority:						
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D42	(c) 535 mm diam.										
D43	(d) 610 mm diam.										
D44	(e) 685 mm diam.										
D45	(f) 760 mm diam.										
D46	(g) 840 mm diam.										
D47	(h) 815 mm diam.										

T2.2

115Tender

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D48	(i) 1065 mm diam.										
D49	(j) 1220 mm diam.										
D50	(k) 1370 mm diam.										
D51	(l) 1525 mm diam.										
D52	(m) 1675 mm diam.										
D53	(n) 1830 mm diam.										
D56	(c) 535 mm diam.										
D57	(d) 610 mm diam.										
D58	(e) 685 mm diam.										
D59	(f) 760 mm diam.										
D60	(g) 840 mm diam.										
D61	(h) 815 mm diam.										
D62	(i) 1065 mm diam.										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D63	(j) 1220 mm diam.										
D64	(k) 1370 mm diam.										
D65	(l) 1525 mm diam.										
D66	(m) 1675 mm diam.										
D67	(n) 1830 mm diam.										
D70	(c) 535 mm diam										
D71	(d) 610 mm diam										
D72	(e) 685 mm diam										
D73	(f) 760 mm diam										
D74	(g) 840 mm diam										
D75	(h) 815 mm diam										
D76	(i) 1065 mm diam										
D77	(j) 1220 mm diam										

117Tender

T2.2

Part T2: Returnable Documents
Reference No.

Returnable Schedules

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D78	(k) 1370 mm diam										
D79	(l) 1525 mm diam]										
D80	(m) 1675 mm diam										
D81	(n) 1830 mm diam										
D89	(c) 535 mm diam.										
D90	(d) 610 mm diam.										
D91	(e) 685 mm diam.										
D92	(f) 760 mm diam.										
D93	(g) 840 mm diam										
D94	(h) 815 mm diam										
D95	(i) 1065 mm diam										
D96	(j) 1220 mm diam										
D97	(k) 1370 mm diam										

118Tender

T2.2

Part T2: Returnable Documents
Reference No.

Returnable Schedules

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D98	(l) 1525 mm diam										
D99	(m) 1675 mm diam										
D100	(n) 1830 mm diam										
D103	(c) 535 mm diam.										
D104	(d) 610 mm diam.										
D105	(e) 685 mm diam.										
D106	(f) 760 mm diam.										
D107	(g) 840 mm diam										
D108	(h) 815 mm diam										
D109	(i) 1065 mm diam										
D110	(j) 1220 mm diam										
D111	(k) 1370 mm diam										
D114	(c) 535 mm diam.										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D115	(d) 610 mm diam.										
D116	(e) 685 mm diam.										
D117	(f) 760 mm diam.										
D118	(g) 840 mm diam										
D119]	(h) 815 mm diam										
D120	(i) 1065 mm diam										
D121	(j) 1220 mm diam										
D122	(k) 1370 mm diam										
D125	(c) 535 mm diam.										
D126	(d) 610 mm diam.										
D127	(e) 685 mm diam.										
D128	(f) 760 mm diam.										
D129	(g) 840 mm diam										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D130	(h) 815 mm diam										
D131	(i) 1065 mm diam										
D132	(j) 1220 mm diam										
D133	(k) 1370 mm diam										
D145	500 x 300 mm										
D146	500 x 350 mm										
D147	500 x 400 mm										
D148	500 x 450 mm										
D149	500 x 500 mm										
D150	560 x 300 mm										
D151	560 x 350 mm										
D152	560 x 400 mm										
D153	560 x 450 mm										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D154	560 x 500 mm										
D155	560 x 560 mm										
D156	630 x 300 mm										
D157	630 x 350 mm										
D158	630 x 400 mm										
D159	630 x 450 mm										
D160	630 x 500 mm										
D161	630 x 560 mm										
D162	630 x 630 mm										
D163	760 x 300 mm										
D164	760 x 350 mm										
D165	760 x 400 mm										
D166	760 x 450 mm										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D167	760 x 500 mm										
D168	760 x 560 mm										
D169	760 x 630 mm										
D170	760 x 760 mm										
D171	840 x 300 mm										
D172	840 x 350 mm										
D173	840 x 400 mm										
D174	840 x 450mm										
D175	840 x 500 mm										
D176	840x 560 mm										
D177	840 x 630 mm										
D178	840 x 760 mm										
D179	840 x 840 mm										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D180	1065 x 300 mm										
D181	1065 x 350 mm										
D182	1065 x 400 mm										
D183	1065 x 450 mm										
D184	1065 x 500 mm										
D185	1065 x 560 mm										
D186	1065 x 630 mm										
D187	1065 x 760 mm										
D188	1220 x 300 mm										
D189	1220 x 350 mm										
D190	1220 x 400 mm										
D191	1220 x 450 mm										
D192	1220 x 500 mm										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D193	1220 x 560 mm										
D194	1220 x 630 mm										
D195	1220 x 760 mm										
D196	1220 x 840 mm										
D197	1220 x 1065 mm										
D198	1220 x 1220 mm										
D199	500 x 450 mm										
D200	560 x 350 mm										
D201	560 x 400 mm										
D202	560 x 450 mm										
D203	560 x 500 mm										
D204	630 x 400 mm										
D205	630 x 450 mm										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D206	630 x 500 mm										
D207	630 x 560 mm										
D208	END CAPS (Ductile Iron)										
	300 mm diam.										
D211	END CAPS (Carbon Steel WS-BW-011)										
	(c) 535 mm diam.										
D212	(d) 610 mm diam.										
D213	(e) 685 mm diam.										
D214	(f) 760 mm diam.										
D215	(g) 840 mm diam										
D216	(h) 815 mm diam										
D217	(j) 1065 mm diam										
D218	(k) 1220 mm diam										

126Tender

T2.2

Part T2: Returnable Documents
Reference No.

Returnable Schedules

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D219	(l) 1370 mm diam										
D225	500mm diameter										
D226	550mm diameter										
D227	630mm diameter										
D232	500mm diameter										
D233	560mm diameter										
D234	630mm diameter										
D239	500mm diameter										
D240	560mm diameter										
D241	630mm diameter										
D246	500mm diameter										

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

D247	560mm diameter										
D248	630mm diameter										

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20B : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: VALVES AND ACTUATORS

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

General Conditions

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 Nedbank at close of business on the date of advertisement of the bid as required in paragraph 3.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and 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>
--	-------------------------------------

Valves and actuators	70%
-----------------------------	------------

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the Nedbank 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 CCT provide directives in this regard.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20B : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: VALVES AND ACTUATORS (Cont'd)

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 Municipality / Municipal Entity):

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 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;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Tender

Part T2: Returnable

T2.2131

Documents

Returnable Schedules

Reference No. 107Q/2021/22

Annex C

Local Content Declaration - Summary Schedule

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

EU

GBP

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D249	a) 300 mm diam.										
D250	b) 350 mm diam.										
D251	c) 400 mm diam.										
D252	d) 450 mm diam.										
D253	e) 500 mm diam.										
D254	f) 560 mm diam.										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D255	g) 630 mm diam										
D273	a) 50 mm diam.										
D274	b) 80 mm diam.										
D275	c) 100 mm diam.										
D276	d) 150mm diam.										
D277	e) 200mm diam.										
D280	a) 350mm diam.										
D281	b) 400mm diam.										
D282	c) 450mm diam.										
D283	d) 500mm diam.										
D284	e) 560mm diam.										
D285	f) 630mm diam.										
D286	g) 800 mm diam.										
D287	h) 900 mm diam.										
D288	i) 1000 mm diam.										

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D289	j) 1200 mm diam.										
D290	k) 1500 mm diam.										
D291	l) 1800 mm diam.										
D298	a) 350mm diam.										
D299	b) 400mm diam.										
D300	d) 500mm diam.										
D301	e) 560mm diam.										
D302	f) 630mm diam.										
								(C20) Total tender value	R		
								(C21) Total Exempt imported content		R	
								(C22) Total Tender value net of exempt imported content		R	
								(C23) Total Imported content			R
								(C24) Total local content			R
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20C : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: PLASTIC PIPES

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

General Conditions

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 Nedbank at close of business on the date of advertisement of the bid as required in paragraph 3.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and 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:

Description of services, works or goods	Stipulated minimum threshold
---	------------------------------

Plastic Pipes	100%
---------------	------

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the Nedbank 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 CCT provide directives in this regard.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20C : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: PLASTIC PIPES (Cont'd)

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 Municipality / Municipal Entity):

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 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;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

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

EU GBP

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender it no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
D1	(a) 315 mm diam.						
D2	(b) 355 mm diam.						
D3	(c) 400 mm diam.						
D4	(d) 450 mm diam.						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Tender it no's	List of items	Calculation of local content					
		Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
D5	(e) 500 mm diam.						
D6	(f) 630 mm diam						
D7	(a) 315 mm diam.						
D8	(b) 355 mm diam.						
D9	(c) 400 mm diam.						
D10	(d) 450 mm diam.						
D11	(e) 500 mm diam.						
D12	(f) 630 mm diam						
D13	(a) 315 mm diam.						

Tender summary			
Antici- pated Annual Tender Qty (m)	Total tender value	Total exempte d imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content						Tender summary			
Tender it no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
F12	500mm HDPE PE 100 PN 20										
F13	560mm HDPE PE 100 PN 20										
F14	630mm HDPE PE 100 PN 20										

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20D : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

General Conditions

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 Nedbank at close of business on the date of advertisement of the bid as required in paragraph 3.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and 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:

Description of services, works or goods Stipulated minimum threshold

Steel Products and Components for Construction **100%**

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the Nedbank 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 CCT provide directives in this regard.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20D : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION (Cont'd)

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 Municipality / Municipal Entity):

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 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;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.						
(C2)	Tender description:						
(C3)	Designated product(s)	Steel Product and Components for Construction Sector					
(C4)	Tender Authority:						
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
D263	8.8 high tensile bolts						
D264	Y16 reinforcing Bars						
D265	Y20 reinforcing Bars						
D266	Y32 reinforcing Bars						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
D322	Supply and install class 8.8 High Tensile Bolts and Washers						
D323	Y20 Reinforcing bars						
D324	Y12 Reinforcing bars						
D327	Supply and install class 8.8 High Tensile Bolts and washers						
D328	Y20 Reinforcing bars						
D329	Y12 Reinforcing bars						
D331	Supply and Install class 8.8 High Tensile bolts and washers						
D332	Y20 reinforcing bars						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D333	Y12 Reinforcing bars										
								(C20) Total tender value	R		
								(C21) Total Exempt imported content		R	
								(C22) Total Tender value net of exempt imported content		R	
								(C23) Total Imported content			R
								(C24) Total local content			R
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20E : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: TEXTILE,CLOTHING,LEATHER AND FOOTWEAR

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

General Conditions

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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 and 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)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

2. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes 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 bids with the specific bidding condition that only locally produced 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 Nedbank at close of business on the date of advertisement of the bid as required in paragraph 3.1 below.

NOTE: The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and 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:**

Description of services, works or goods	Stipulated minimum threshold
---	------------------------------

Textile, Clothing, Leather and Footwear	100%
---	------

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

5. 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 CCT provide directives in this regard.

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 20E : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: TEXTILE,CLOTHING,LEATHER AND FOOTWEAR (Cont'd)

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 Municipality / Municipal Entity):

NB

- 3 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.
- 4 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:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) the goods 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;
- (h) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 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.

- (i) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (j) 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.			Note: VAT to be excluded from all calculations			
(C2)	Tender description:						
(C3)	Designated product(s)	Textile, Clothing, Leather and Footwear					
(C4)	Tender Authority:						
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Geotextile / Geomembrane wrapped around 19mm stone bedding with 300mm overlay:										
D339	a) A2 or similar approved										
								(C20) Total tender value	R		
								(C21) Total Exempt imported content		R	
								(C22) Total Tender value net of exempt imported content		R	
								(C23) Total Imported content		R	
								(C24) Total local content		R	
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

SCHEDULE 21: PRICE BASIS FOR IMPORTED RESOURCES

[illegible]

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 22: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017)

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 30% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.

**SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING**

1.

2.

3.

CITY OF CAPE TOWNh

BULK SERVICES: WATER AND SANITATION


CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

SCHEDULE 24: INFORMATION TO BE PROVIDED WITH THE TENDER

Refer to Schedules 9 and 12

SIGNED ON BEHALF OF TENDERER:

TENDER NO. 107Q/2021/22		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM – 516	Approved by Branch Manager: 03/04/2020	Version: 5	Page 163 of 329

FRAMEWORK CONTRACT DOCUMENT (PANEL TYPE)

FOR THE

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

Framework Contract Period: 36 Months from Commencement Date
Works Projects: up to R60 000 000

VOLUME 3: DRAFT CONTRACT

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR: WATER AND WASTE: BULK SERVICE: WATER Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	CONTRACT MANAGEMENT UNIT QUANTITY SURVEYING WATER AND SANITATION HEAD OFFICE CRN MIKE PIENAAR BOULEVARD AND VOORTREKKER ROAD	TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

October 2021

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause F.2.12)	
Alternative Offer (see clause F.2.12)	

FILE REFERENCE NO:

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer).....	164 – 183
C1.3 Form of Performance Guarantee.....	184 – 187
C1.4 Form of Advance Payment Guarantee.....	188 – 191
C1.5 Occupational Health and Safety Agreement	192
C1.6 Protection of the Environment Declaration.....	193
C1.7 Insurance Broker’s Warranty.....	194
C1.8 Contract of Temporary Employment as Community Liaison Officer	195 – 197
C1.9 Works Project Acceptance/Refusal Notice.....	198

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

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

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

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 113 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

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

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

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules.

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.2:

Add the following after "Bill of Quantities":

, also referred to as Bills of Quantities,

Clause 1.1.1.7:

Add the following after "Contract" and before "means":

, also referred to as Framework Contract or term tender contract,

Add the following after "Acceptance,":

including, if applicable, the Form of Offer and Acceptance in a Works Project contract document, in which case "Contract" includes the Works Project contract,

Clause 1.1.1.11:

Add the following after "Acceptance":

... of a Works Project.

The Contract Sum for each Works Project shall not exceed R60 million (including contingencies and VAT).

Clause 1.1.1.13:

The Defects Liability Period is **12** months per Works Project.

Clause 1.1.1.14:

Delete "Commencement Date" and replace with:

date specified in the Works Project contract for commencement with Works execution,

The time for achieving Practical Completion, inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1), will be determined for each Works Project as specified in the Works Project contract document.

Clause 1.1.1.15:

The **Employer** is the CITY OF CAPE TOWN, represented by the Director : BULK SERVICES: WATER AND SANITATION or such other Director named in the Works Project contract document(s), and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: CITY OF CAPE TOWN
 BULK SERVICES WATER AND SANITATION

and is referred to in the Contract documents by the terms "Employer", "City of Cape Town" or "Council" as the context provides.

Clause 1.1.1.16:

Add the following after "Contract Data":

in the Works Project contract document,

The name of the Employer's Agent will be stated in the Works Project contract document(s) and who may be an employee of the Employer or, alternatively, may be an independent agent appointed by the Employer.

Clause 1.1.1.20

Add the following after "Contract":

and also includes the Form of Offer and Acceptance applicable in each Works Project contract document.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Clause 1.1.1.28:

The Scope of Work in this Framework Contract document is applicable, as relevant, together with the project specific Scope of Work in each Works Project contract document.

Clause 1.1.1.33:

The “Works” applies to the Works Projects individually or as a whole, as the context provides.

Add the following Clauses after Clause 1.1.1.34:

- 1.1.1.35 **“Drawings”** means all drawings, calculations and technical information forming part of the Contract documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.
- 1.1.1.36 **“Framework Contract”** means the Contract as defined in Clause 1.1.1.7; and **“Framework Contract Period”** means the period stated in the Contract Data, during which Works Projects may be allocated to the Contractor and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period; provided that the Framework Contract shall continue to remain in force after the expiration of the Framework Contract Period until the Final Approval Certificate has been issued by the Employer’s Agent for the last outstanding Works Project at the expiration of the Defects Liability Period of that Works Project.
- 1.1.1.37 **“Framework Contract Manager”** means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the Contractor is notified, in writing, to act as Framework Contract Manager for the purposes of the Contract as substitute for the Framework Contractor Manager so named.

The function of the Framework Contract Manager is to administer the Framework Contract, and such functions as would normally fall to the Employer’s Agent in accordance with the provisions of the Framework Contract, shall be undertaken by the Framework Contract Manager in this regard.

The Framework Contract Manager shall be an employee of the Employer, authorised as its representative to administer the Framework Contract, and all references to “Employer’s Agent” in the Contract shall apply to the Framework Contract Manager in respect of his/her administering the Framework Contract.

The Framework Contract Manager is:

Name: Mr M Haw (IMPLEMENTATION MANAGER -: BULK SERVICES: WATER AND SANITATION)
Address: City of Cape Town
 Civic Centre
 12 Hertzog Boulevard
 Cape Town 8001
Tel: 021 400 6362
Fax: 021 400 5678
E-mail: michealbertram.haw@capetown.gov.za

- 1.1.1.38 **“Letter of Notification”** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of a successful tenderer’s Offer and no rights shall accrue.
- 1.1.1.39 **“Panel”** means a number of contractors, of which the Contractor is one, appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise.
- 1.1.1.40 **“Purchase Order”** means the official purchase order created and released on the City of Cape Town’s SAP System.
- 1.1.1.41 **“Schedules of Rates”** means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile Bills of Quantities in the Works Project contract document(s).
- 1.1.1.42 **“Works Project”** means a part of the Works to be performed (task) by a Contractor under the Contract, the specific terms, conditions and scope of the Works Project contract being specified in a Works Project contract document.
- 1.1.1.43 **“Works Project Acceptance/Refusal Notice”** means the formal notification, signed by the successful tenderer/prospective Contractor and sent to the Employer, of his decision to accept/ refuse the opportunity afforded to participate further in the Contractor appointment procedure for a Works Project as specified in the Contract.

1.1.1.44 **"Intellectual Property"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 1.2.1.2:

The address of the Employer is:

Physical address: Tower Block, Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Postal address: P O Box 298
Cape Town
8000

E-mail address: MichealBertram.Haw@capetown.gov.za

The address of the Employer's Agent will be stated in the Works Project contract document(s).

Clause 1.3:

Delete Clause 1.3.5 in its entirety and replace with the following:

1.3.5 Intellectual Property

1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents, including making and using modifications of such documents for further work required to the Works.

1.3.5.4 The Contractor shall, and warrants that it shall:

1.3.5.4.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

1.3.5.4.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;

1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.
- 1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following Clause after Clause 1.3.6:

- 1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the CCT's website.
- 1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

Clause 2:

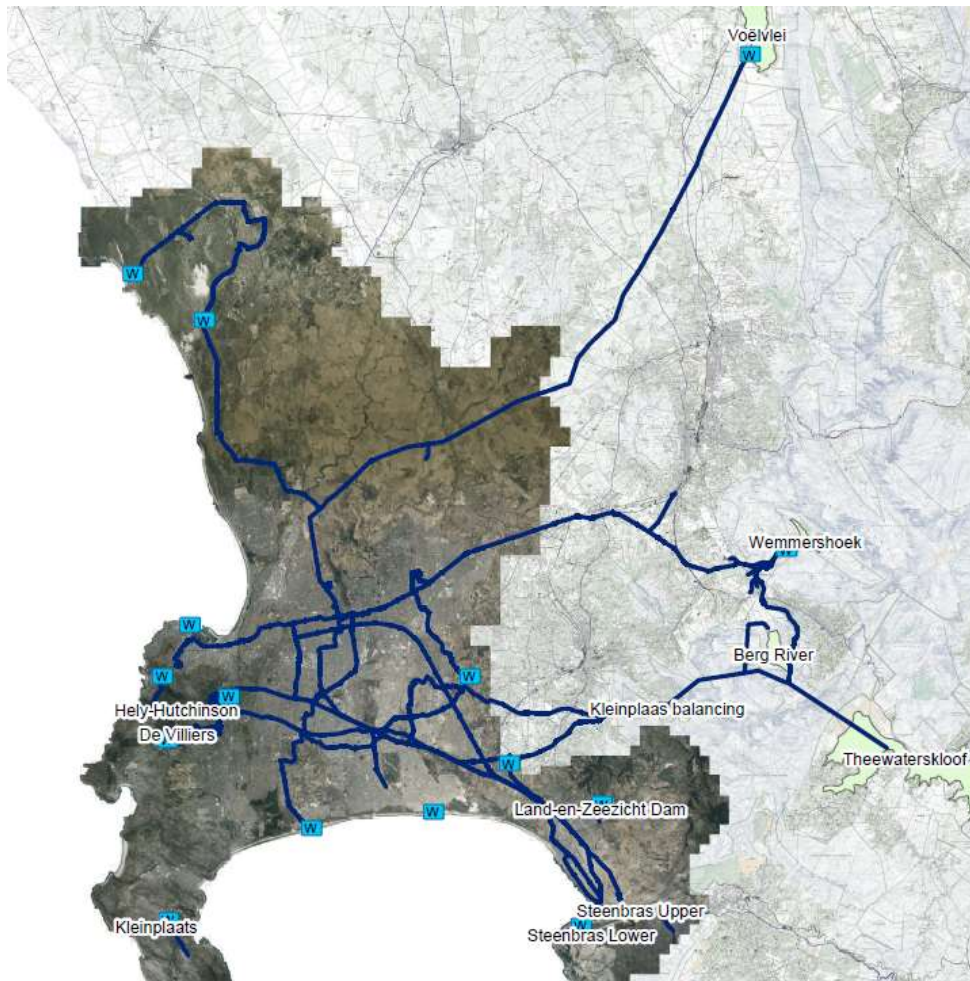
Add the following Clause after Clause 2.5.1:

2.6 Procedures for the allocation of Works Projects

The Employer reserves the right to plan, allocate and effect individual Works Projects at its sole discretion and as described in this document.

The Employer will only order those quantities of work items which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The Works Projects shall be executed on the Bulk Water Network area shown on the attached locality plan



BULK WATER NETWORK

The Works Projects shall be identified subject to availability of funding.

The procedures for the allocation of Works Projects are described in detail at the end of this Part 1: Contract Data provided by the Employer.

Clause 3.1

Delete clause

Clause 3.2.2

Add the following at the end of the clause:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 3.2.3:

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

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.1 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6. All actions in terms of the clause, subject to 3.2.2 of the Contract Data
- g) Clause 6.4.1 Approval of rates for new items
- h) Clause 6.10.10 Advance payment, for items not listed in the Advance Payment Schedule

Contract

C1.2170

Part C1: Agreements and Contract

Data

Contract Data

Reference No. 107Q/2021/22

j) Clause 10.1.5 All actions in terms of the clause, subject to 3.2.2 of the Contract Data

Clause 3.3.2.2.3:

Delete the words "oral or" from the clause

Clause 3.3.2.2.4:

Delete the words "oral or" from the clause

Clause 5:

Add the following Clause after Clause 5.1.1.2:

5.1.2 Framework Contract Period

The Framework Contract Period is for a period of **THIRTY SIX MONTHS** calculated from the Commencement Date.

Clause 5.3:

Delete Clauses 5.3.1 to 5.3.3 in their entirety and replace with the following:

5.3.1 Upon appointment to the Panel or Panels the Contractor shall submit the required documentation, for approval by the Framework Contract Manager, as set out below. If the documentation is not submitted within 14 days from the Commencement Date, or is found to be unacceptable, the Employer may terminate the Framework Contract in terms of Clause 9.2.

The documentation required is:

- a) Approved framework Health and Safety Plan (Refer to applicable clause in the Health and Safety Specification in Part C3.5 in the Scope of Work)
- b) Security (Refer to Clause 6.2)
- c) Evidence of Insurance (Refer to Clause 8.6)
- d) Occupational Health and Safety Agreement (Part C1.5 in Agreements and contract Data)
- e) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (Refer to Clause 4.3)
- f) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)

5.3.2 The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works on the date specified in the Works Project contract; subject to the submission by the Contractor, and approval by the Employer's Agent, of any documentation required before commencement with Works execution, as set out in the Works Project contract.

The following documentation shall be submitted for **each Works Project** by the highest ranked contractor on a Panel as part of the Works Project submission:

- a) Approved site specific Health and Safety plan (Refer to Health and Safety Specification in Part C3.5 Management and any other specific requirements stated in the Works Project contract document)
- b) Initial Programme (Refer to Clause 5.6)
- c) Evidence of Insurance (Refer to Clause 8.6)
- d) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)

The time to submit any documentation required before commencement with Works execution of **each Works Project** shall be within the number of days from the Commencement Date of the Works Project as specified in the Works Project contract. Such documentation may include:

- e) Method Statement (Refer to Environmental Management Specification in Part C3.5 Management)

5.3.3 Notwithstanding the provisions of Clause 5.3.2, where a construction work permit from the Provincial Director of the Department of Labour is required for a Works Project, commencement of the Works Project shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work for a Works Project, the employer shall do so as soon as the Contractor has been appointed to execute the Works for the specific Works Project in terms of the Framework Contract.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works Projects and this in turn causes a delay to Practical Completion of more than 60 days, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of an unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

Clause 5.4.2:

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

Add the following Clause after Clause 5.4.3:

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

Clause 5.6.2.3:

Insert the following after "...approvals,":

... permits,

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding 15 working days in duration.

Clause 5.12.1:

Add the following:

The Contractor may not claim a delay on another Works Project as causing delay on the particular Works Project contract in question.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

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

"The base month is one month prior to the month in which the tender closed."

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa.

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (**excluding bitumen**)", as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa

Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 4.2 of the Contract Price Adjustment Schedule

Delete the words "by the Contractor" that appear after ".... entered in the Contract Data"

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 7 days before the closing date for an offer on a Works Project, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the Contract Price.

Add the following after Clause 6.8.4:

6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported

Plant and Materials inserted by the Tenderer on the schedule titled **"Price Basis for Imported Resources"**.

- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

6.8.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer's Agent of any changes which occur.

6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 6.10.1.5:

Delete Clause 6.10.1.5 in its entirety and replace with the following:

6.10.1.5 The value of Plant and materials:

6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor's sequestration or liquidation, or of any defect in the Contractor's title to the Plant and/or materials;

6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

Add the following after the words "Clause 5.13":

or any other fines or penalties that become due under the Contract.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of **5% (provided that for Works Projects less than or equal to R200 000 retention is waived)** of the said amounts due to the Contractor, with no limit per Works Project. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

Add the following to Clause 6.10.4:

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

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Clause 6.10.10:

Add the following Clause after Clause 6.10.9:

6.10.10 Advance payment

Subject to Clauses 6.10.1.5.2 and 6.10.1.5.3, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and materials stored at places other than the Site, or in respect of which a deposit with order is required, only once the Contractor has submitted an advance payment guarantee in accordance with this Clause, the authenticity of which has been verified by the City's Treasury Department.

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Employer's Agent shall issue an Interim Payment Certificate for, or including, advance payment after receiving a statement under Clause 6.10.1 and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof.

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Clause and elsewhere by reference to this Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or material, required at the time of placing an order, the balance of the value of the item being payable later.

Clause 8.6.1:

The insurances to be effected and maintained by the Contractor shall be in the form of a blanket/umbrella policy for this term tender contract. This policy shall be endorsed as and when required to reflect each Works Project that may be allocated to the Contractor.

Clause 8.6.1.1.1:

The Contract Price shall, for insurance purposes, include for individual Contract Sums of up to **R60 000 000** for each Works Project.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil)**.

Clause 8.6.1.3:

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

Clause 8.6.1.5:

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

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

Clause 8.6.5:

Delete the following from Clause 8.6.5:

"and the terms thereof shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld."

Clause 8.6.6:

Replace clause 8.6.6 with the following:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.7 Insurance Broker's Warranty.

In addition, an insurance broker's warranty will be required for every Works Project as and when the contractor submits an offer for a Works Project contract. This warranty shall, *inter alia*, confirm that the applicable blanket/umbrella policy for the term tender contract has been endorsed to reflect the Works Project contract and that all premiums have been paid.

Clause 8.6.7:

Add the following to the end of this Clause:

; and/or the Employer shall be entitled to exclude the Contractor from participating in any future Works Project processes until such time as satisfactory evidence has been provided.

Clause 9.1:

In Clause 9.1.6 replace "and 9.1.3" with:

, 9.1.3 and 9.1.7

Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor's estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

9.1.8 Material Irregularity during procurement process

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

9.1.9 Reputational risk or harm to the Employer

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (*inter alia*):

- 9.1.9.1 reports of poor governance and/or unethical behaviour;
- 9.1.9.2 association with known family of notorious individuals;
- 9.1.9.3 poor performance issues, known to the Employer;
- 9.1.9.4 negative social media reports; or
- 9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

Clause 9.2.1:

Delete "or" at the end of Clause 9.2.1.3.6 and add the following Clause after Clause 9.2.1.3.7:

9.2.1.3.8 Has failed to provide the required insurances within the prescribed time,

Add the following Clause after Clause 9.2.3:

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

- 9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 10.5.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 10:

Clause 11 Details to be confidential

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

PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with Part T1.2 Tender Data and Clause 2.6 in the Contract Data. These procedures include the development of Works Project contract documents, applying the tendered rates in order to arrive at financial offers, calculating works project evaluation points, ranking the panel of contractors, and allocating the Works Project to the highest ranked contractor.

The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall

Stage 1: Employer prepares Works Project contract document, prices bills of quantities using each contractor's rates and prepares a works project evaluation ranking for all contractors in region

- a) select a Work Area within a region for the execution of the Works Project;
- b) prepare a Works Project contract document, including Bills of Quantities and Scope Work therein;
- c) compile priced bills of quantities for all contractors appointed to the region, using their respective framework contract rates.

Stage 2: Contractors collect copy of Works Project contract document and works project evaluation ranking, attend compulsory Works Project meeting and submit acceptance/refusal notices

- e) make available to the contractors a copy of the Works Project contract document with the Bills of Quantities priced by the Employer;
- f) simultaneously, invite the contractors to attend a compulsory Works Project meeting;
- g) conduct the Works Project meeting, including discussing any issues the contractors may have (this may result in changes being made to the Works Project contract document and its being re-issued; and
- h) receive acceptance/refusal notices from contractors timeously after the meeting;

Stage 3: Contractors submit completed Works Project contract document and Employer allocates Works Project

- i) request the contractors, who attended the Works Project meeting and accepted the work opportunity, to complete the Returnable Schedules, Form of Offer, Works Project Acceptance/Refusal Notice, etc. in the Works Project contract document and submit the completed document to the Employer; and
- j) test submissions for completeness and allocate the Works Project to the highest scoring responsive contractor.

Further details of the procedures under the above stages are given below.

Stage 1

As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, *inter alia*, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required, in a **Works Project contract document** comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work.

In the Bills of Quantities the Employer shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the framework contract rates to constitute amounts that will be totalled to provide a **financial offer** for each contractor for this specific Works Project.

Stage 2

The Employer shall invite the contractors in the particular region to attend a compulsory **Works Project meeting** at a time and venue disclosed in writing by the Employer.

The Employer shall issue the invitation **seven (7)** days prior to the meeting date, and simultaneously make available to the contractors their individually priced Works Project contract documents.

The Employer shall conduct the compulsory Works Project meeting on the date specified. The purpose of this meeting is to inform the contractors of the Scope of Work required in the Works Project. The meeting shall furthermore serve to answer any queries the contractors may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued). A contractor who fails to attend the compulsory Works Project meeting will be **excluded** from further participation in the Works Project allocation process.

Included in the Works Project contract document is a Works Project **Acceptance/Refusal Notice** (Form C1.9) requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/has not the necessary resources, available to complete the work within the required Works Project contract period should he be allocated the work).

Contractors will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email, to the Employer prior to the closing date for receipt of Works Project Acceptance/Refusal Notices (non-submission will be regarded as a refusal), including, for those who accept, declaring whether their declarations in respect of sub-contractors made in the Preferencing Schedule in the Framework Contract document stand for the Works Project, or not - refer to Form C1.9 in this regard after taking their declarations into account .

Stage 3

Upon request of the Employer, the Works Project contract document shall be completed, signed and returned by the contractors who has accepted to the Employer's agent's offices no later than the date stated in such request.

The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document.

The submission of a fully completed and signed Works Project contract document is mandatory for the contractors who has been requested by the Employer to submit offers, and the contractors may be requested by the Employer to complete and/or sign their submission, if necessary, should they have not already done so.

A contractor whose offer is non-responsive, or who failed to return the completed, signed Works Project contract document (the offer) by the date stated in the Employer's request, will be **excluded** from further participation in the Works Project allocation process.

Acceptance of the successful contractor's offer takes place on the date the contractor (now Contractor in terms of the Contract) receives the City of Cape Town's official **purchase order**, such date being the Commencement Date of the Works Project contract.

Each Works Project shall be in the **value range** of up to R60 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).

Working days for these procedures are Mondays to Fridays.

SPECIAL MATERIALS SCHEDULE		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.		
Special Material	Unit	Base Price
		The Arcelor Mittal prices, as published in their official price lists, current at the time of tender closing, will be used as the base prices for determining the adjustment in steel prices.
Steel reinforcing bars	t	
Steel used in the manufacture of pipes	t	
	t	
Conditions: 1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence. 2)		

ADVANCE PAYMENT SCHEDULE	
<p>This Advance Payment Schedule is to be read in conjunction with Clauses 6.10.1.5.2, 6.10.1.5.3 and 6.10.10 in the Contract Specific Data. The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.</p> <p>The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.</p>	
Plant and materials which have been manufactured and are stored at places other than the Site:	Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:

Conditions:

- 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of 20% of the value of any one item being claimed.
- 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee.
- 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item.

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical : Address	Postal : Address

Telephone :	Fax:
email :		

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.3 Form of Performance Guarantee

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2 Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, BULK SERVICES: WATER AND SANITATION.

"Contractor" means: The Contractor named in an individual Works Project Contract.

"Employer's Agent" means: The Employer's Agent named in an individual Works Project Contract.

"Works" means: Works Projects which may be allocated, individually or as a whole as the context provides, under Framework Contract No. XXXXQ/2020/21: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER.

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties, and includes the Works Project Agreement.

"Guaranteed Sum" means: The maximum aggregate amount of R6 000 000.00.

Amount in words: Six Million Rand .

"Expiry Date" means: The date of issue by the Employer's Agent of the last Certificate of Completion of the Works for the Works Projects .

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificates of Completion of the Works, in respect of individual Works Projects, as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the last Certificate of Completion of the Works for the Works Projects has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 07/02/2020) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.4 Form of Advance Payment Guarantee
(not used)

ADVANCE PAYMENT GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, WATER AND WASTE: BULK SERVICE: WATER.

"Contractor" means:

"Employer's Agent" means:

"Works" means: Works Project No. 107Q/2021/22 WP-01: DESCRIPTION OF WORKS PROJECT, to be executed within the THE AREA SHOWN ON THE ATTACHED LOCALITY PLAN under Framework Contract No. 107Q/2021/22: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER.

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties, and includes the Works Project Agreement.

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of the payment certificate wherein the Plant and materials have been certified by the Employer's Agent as having been built into the Permanent Works.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates and Final Payment Certificate for each Works Project.

ADVANCE PAYMENT GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Advance Payment Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Advance Payment Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
12. Where this Advance Payment Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

.

Schedule of Plant and materials

For use with Advance Payment Guarantees on contracts using the General Conditions of Contract for Construction Works, Third Edition, 2015.

Employer The City of Cape Town, BULK SERVICE: WATER AND SANITATION

Contractor

Works Works Project No. 107Q/2021/22 : DESCRIPTION OF WORKS PROJECT, to be executed under Framework Contract No. 107Q/2021/22: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bill of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum							R

Signed at on theday of.....20.....

.....
for the Contractor

.....
As witness

.....
Approved by Employer's Agent

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

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

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: 107Q/2021/22

CONTRACT TITLE: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

I/ we,.....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed
CONTRACTOR

Date.....

Contract

Part C1: Agreements and Contract

C1.6194

Data

Protection of the Environment Declaration

Reference No. 107Q/2021/22

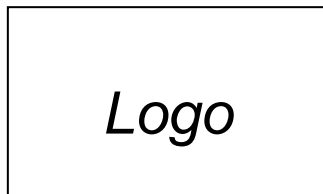
CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION
107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 107Q/2021/22

CONTRACT TITLE: TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK
OF PIPES OF 300mm DIAMETER AND GREATER

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT

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

1. THE PARTIES HAVE AGREED THAT

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

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

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **R450....** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:

Contract

C1.8196

Part C1: Agreements and Contract

Data

Contract of Temporary Employment as

Reference No. 107Q/2021/22

Community Liaison Officer

- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) wilful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
- The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:
Community Liaison officer:
Date:

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C1.9 Works Project Acceptance/Refusal Notice

This form must be returned to the offices of the Employer's agent by no later than the closing date and time for receipt of Works Project Acceptance/Refusal Notices stated in the Works Project contract document.

I/We herewith

Accept

☐

Refuse

☐

Tick applicable box

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Project contract document.

I/We accept that no contractor will be allocated work unless the contractor has demonstrated to the satisfaction of the Employer that he has the resources, including a site specific construction manager, required for this Works Project.

I/We agree to the construction time period specified in the Scope of Work.

Declaration (to be completed by a contractor who accepts):

With reference to condition 8 in Section 2 in Schedule 19 Preferencing Schedule in Part 2.2 Returnable Schedules in the framework contract document, I/we declare that I/we **DO** ☐ / **DO NOT** ☐ (tick one box as applicable) intend sub-contracting more than 25% of the value of the Works Project contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualified for in my/our framework contract.

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	200 – 201
C3.2 Engineering	202 – 221
C3.3 Procurement.....	222 – 223
C3.4 Construction	224 – 276
C3.5 Management.....	277 – 314
C3.6 Annexes.....	315 – 321

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Particular Specifications
SANS 1200 Standardised Specifications

CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

3.1.1 EMPLOYER'S OBJECTIVES

The Employer's objectives are to execute the installation of new water mains and valves and to replace existing bulk water mains using open trench excavation.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Schedule of Rates.

3.1.2. OVERVIEW OF THE WORKS

The nature of the work includes the supply, delivery to site and/or Platteklouf pipe yard and laying of new bulk water mains and valves as well as taking delivery of pipes and valves from the pipeyard and laying pipes and valves as required

The Works will be awarded as Works Projects as and when required by the City of Cape Town for the duration of the term tender contract, and are to be executed by contractors allocated Works Projects through a secondary selection process out of the panel of contractors. The Works Projects may be located anywhere within the area of shown on the locality plan.

3.1.3. EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

- Establishment on site by the Contractor
- Construction and removal of temporary works
- Supply and off load pipes to Platteklouf pipe yard
- Take into stock pipes from Platteklouf and lay pipes
- The supply of labour, tools, equipment, materials and supervision to complete the work
- Setting out of the Works
- Accommodation of vehicular traffic and pedestrians during all construction work
- Maintenance of the works during and after construction.
- Excavations
- Dewatering of excavations
- Construction of new bulk water mains
- Removal and disposal of pipes replaced during construction
- Installation of communication sleeves
- Construction of minor structures for water purposes eg. Valve chambers
- Installation of pipes/sleeves under roads by means of pipe jacking or horizontal drilling where possible
- Testing and flushing/ sanitization of water pipes
- Reinstatements of roads, kerbs, sidewalks and private gardens
- Providing "As Built" data on completion of the Works Project

Contract
Part C3: Scope of

C3.1201
Work
Description of the Works

Reference No. 107Q/2021/22

- Compliance with the Environmental Management Plan
- Compliance with the Health and Safety Specifications

The Works that are to be carried out will be specified in Works Project contract documents as and when required and as provided for in the Bills of Quantities therein. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent may modify the scope of the work to suit the prevailing conditions and circumstances.

3.1.4. LOCATION OF THE WORKS

Each Contractor will be required to work anywhere within the area as shown on the attached map. The map is included under C1.6.1

Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be either to the north or east of the road in question.

The rates submitted in the Schedule of Rates shall apply for working anywhere within the area shown on the map in C 1.6.1.

3.1.5 TEMPORARY WORKS

The Contractor is responsible for the design of the temporary Works, inclusive of shoring, traffic accommodation and temporary over-pumping of sewage and their compatibility with the permanent Works. The Contractor shall remove all temporary works on completion or when the temporary works are no longer required.

gCITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C3.2 Engineering

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 EMPLOYER'S DESIGN
- 3.2.3 DESIGN BRIEF
- 3.2.4 DRAWINGS
- 3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

- a) The Employer is responsible for the design of the permanent Works as reflected in the Contract documents unless otherwise stated.
- b) The Contractor is responsible for the design of the temporary Works, inclusive of shoring, traffic accommodation and temporary over-pumping of sewage and their compatibility with the permanent Works.
- c) The Employer is responsible for specifying the required pipe details.
- d) The Contractor shall supply the as-built drawings as detailed under the Contract Data.

3.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer. The detail of the works is indicated in the specifications and drawings which will be issued at "Works Project" stage.

3.2.3 DESIGN BRIEF

The contractor shall be responsible for the design of the temporary works as defined above

3.2.4 DRAWINGS

The drawings, if any, issued with this tender document are attached in order to give an overview of the term tender project.

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Employer's Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works Project shall be constructed in accordance with the issued design drawings, if any.

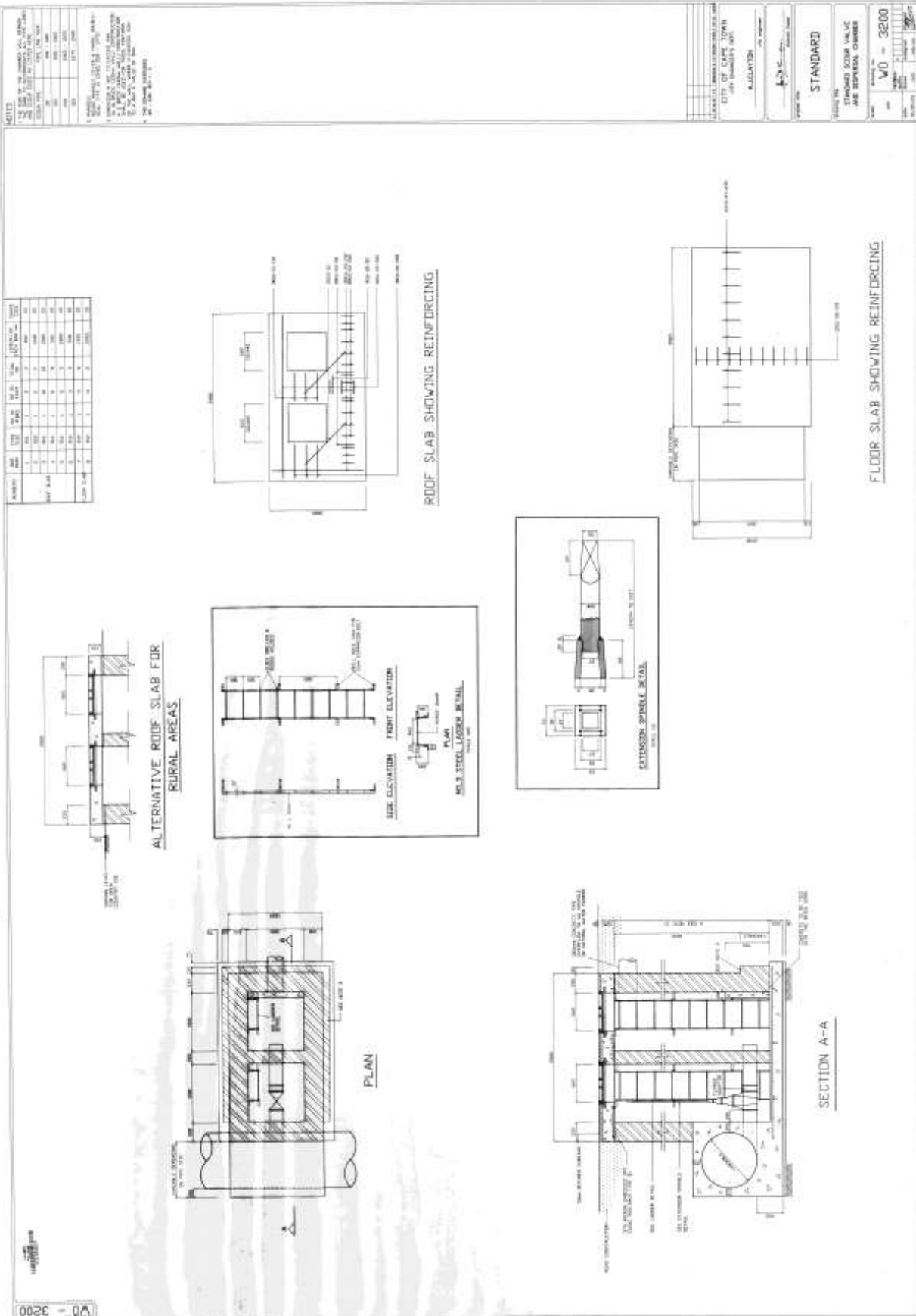
The Works Projects shall be carried out in accordance with the reduced drawings listed in C5 of the tender documents and form part of the contract documents as Volume 3.

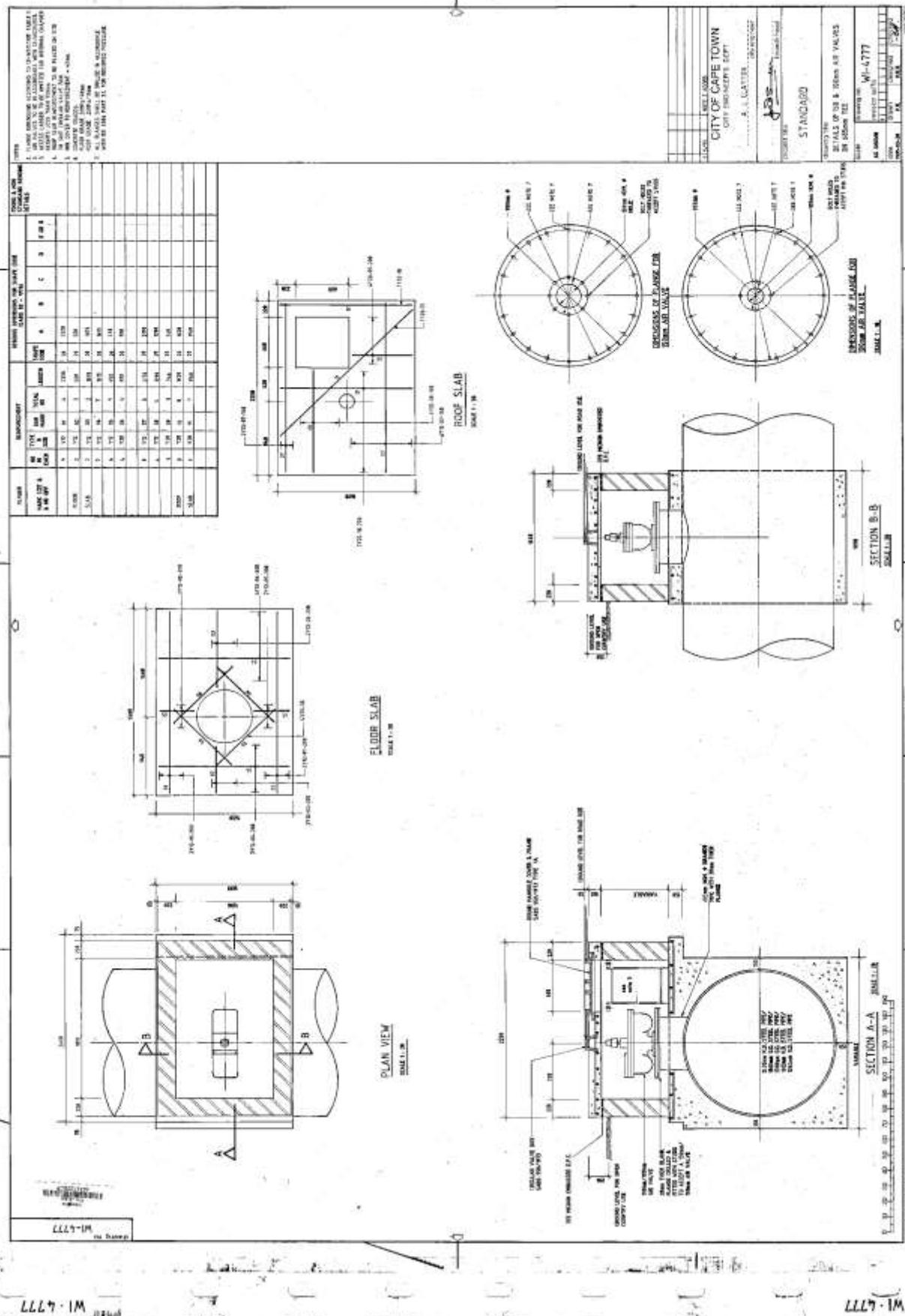
Only figured dimensions shall be used and drawings shall not be scaled unless otherwise instructed.

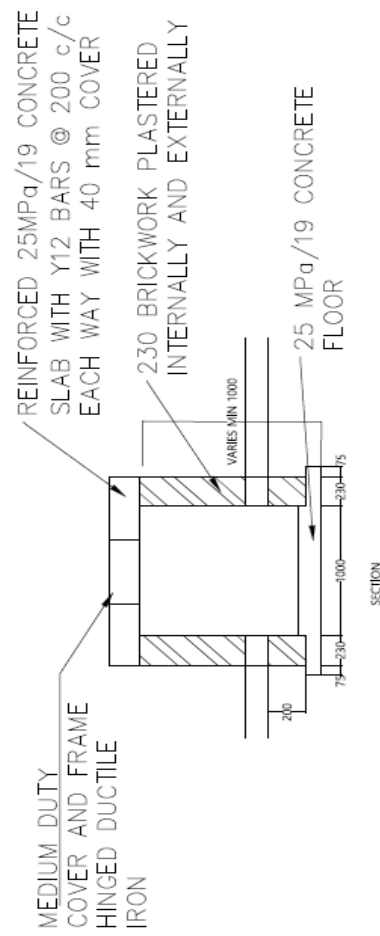
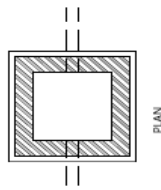
Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Employer's Agent's Representative, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

Drawing list

Drawing No.	Description
Drawing No: W0-3200	Standard Scour Valve and Dispersal Chamber
Drawing No: W0-4210	1220mm Butterfly Valve on Tee Chamber with 100mm By-pass
Drawing No: W1-4777	Details of 150 and 100 Air Valves on 685mm Tee
Drawing No: W2-3039	Mild Steel Ladder detail
Drawing No: C1	Typical Draw Box Detail
Drawing No: W2 4594	Concrete P.I Marker
Drawing No: W4-M-001	Approach & Tail Pipe Measurement for Meter Installation (1.2MPa) (For Metric Meters)
Drawing No: W4-M-002	Approach & Tail Pipe Measurement for Meter Installation (1.2MPa) (For Metric approach and Tail Pipes and Meters)
Drawing No: W0- 5061	915mm Butterfly Valve chambers
Drawing No: W0-4199	460mm Butterfly Valve on Tee Chamber With 100mm Bypass
Drawing No: W0-4201	535mm Butterfly Valve on Tee Chamber With 100mm Bypass
Drawing No: W0-3302	Chamber Valve butterfly on 460mm Nom. Dia.
Drawing No: W0-12233	Chamber Valve Butterfly Valve inline 915mm Dia
Drawing No: W0-3998	In line 1220mm Dia. chamber Valve Butterfly in line 230mm Dia. By-Pass
Drawing No: W0-12234	Chamber Valve Butterfly in line 1065mm dia
Drawing No: W1-2297	Air Valve Chamber With fittings
Drawing No: W0-3304	610mm Butterfly Valve on Tee Chamber With 100mm Bypass







C1: TYPICAL DRAW BOX DETAIL

Contract
Part C3: Scope of

Reference No. 107Q/2021/22

C3.2211
Engineering Work

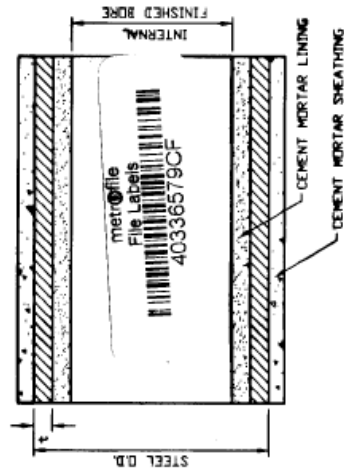
W4-M-001

C

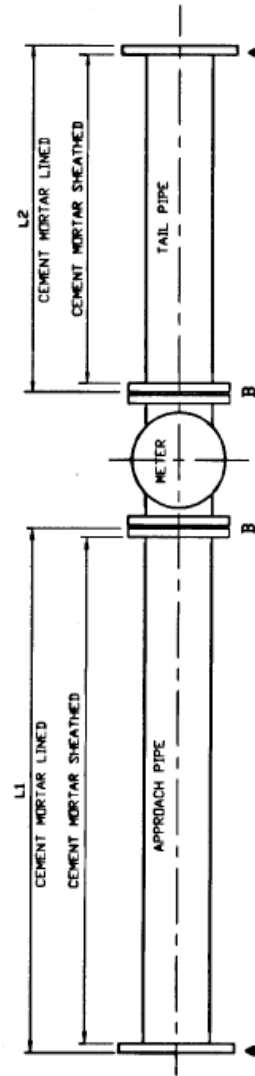
PIPE DETAILS						FLANGE DETAILS												
ITEM	INTERNAL FINISHED BORE	CEMENT LINING	STEEL THICKNESS	STEEL O.D.	LENGTH		A (BS10, Table D)						B (SANS 1123, Table 1600/3)					
					L1	L2	O.D.	BOLT CIRCLE DIA.	NO. OF BOLTS	BOLT #	FLANGE THICK- NESS	O.D.	BOLT CIRCLE DIA.	NO. OF BOLTS	BOLT #	FLANGE THICK- NESS		
1	80	6	4.5	101	800	400	184.15	146.05	4	16	12	200.00	160.00	8	16	14		
2	100	9	4.5	127	1000	508	215.90	177.80	4	16	12	220.00	180.00	8	16	14		
3	150	9	4.5	177	1500	750	279.40	234.95	8	16	12	285.00	240.00	8	20	18		
4	200	9	4.5	227	2000	1000	368.30	323.85	8	16	15	340.00	295.00	12	20	22		
5	250	9	4.5	277	2500	1250	457.20	406.40	12	20	20	405.00	355.00	12	24	25		
6	300	9	4.5	327	3000	1500	457.20	406.40	12	20	20	460.00	410.00	12	24	28		
7	350	15	4.5	389	3500	1750	552.45	495.30	12	24	22	520.00	470.00	16	24	30		
8	400	15	4.5	439	4000	2000	641.35	584.20	12	24	25	580.00	525.00	16	24	35		
9	500	15	6.0	542	5000	2500	736.60	673.10	16	24	28	715.00	650.00	20	30	40		
10	600	15	6.0	642	6000	3000	825.50	755.65	16	24	32	840.00	770.00	20	30	50		
11	700	20	6.0	752	7000	3500	996.95	927.10	20	30	40	910.00	840.00	24	30	55		
12	800	20	8.0	856	8000	4000	1092.20	1016.00	20	30	45	1025.00	950.00	24	36	65		

NOTES:

- EXCEPT FOR VARIATION IN DIAMETERS AND FLANGES, ALL PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH W4-M-001 FOR A WORKING PRESSURE OF 1.0MPa.
- PIPE SHALL BE CEMENT MORTAR LINED AND SHEATHED AS INDICATED ON DRAWING.
- THE INTERNAL FINISHED BORE SHALL BE CONCENTRIC WITH THE BOLT HOLE CIRCLE. THE TOLERANCE ON THE BORE DIAMETER SHALL BE $\pm 1mm$ FOR A DISTANCE OF 300mm FROM EITHER END WITH A MAXIMUM OF ± 12 OF THE BORE DIAMETER OVER THE REMAINING LENGTH. THE VARIATION SHALL NOT BE MORE THAN 1mm OVER 1 METRE.
- ALL MEASUREMENTS GIVEN ARE IN MILLIMETRES.
- APPROACH AND TAIL PIPEWORK MAY NOT BE WELDED TO OTHER PIPEWORK AS THE DIAMETERS OF THE STEEL CYLINDERS ARE DISSIMILAR.
- THE DRILLING OF BOTH FLANGES ON A PIPE SHALL BE OFF CENTRE TO A COMMON PLANE ALONG THE AXIS OF THE PIPE. THE CENTRAL PLANE SHALL BE INDICATED ON BOTH FLANGES BY MEANS OF PUNCHED MARKS.
- FLANGE ID TO SUIT OD OF PIPE.
- EACH ITEM IS A SET CONSISTING OF THE APPROACH AND TAIL PIPES WITH LENGTHS AND FLANGES AS INDICATED.



PIPE DETAIL



SCHEMATIC

THIS DRAWING SUPERSEDES V3-4799

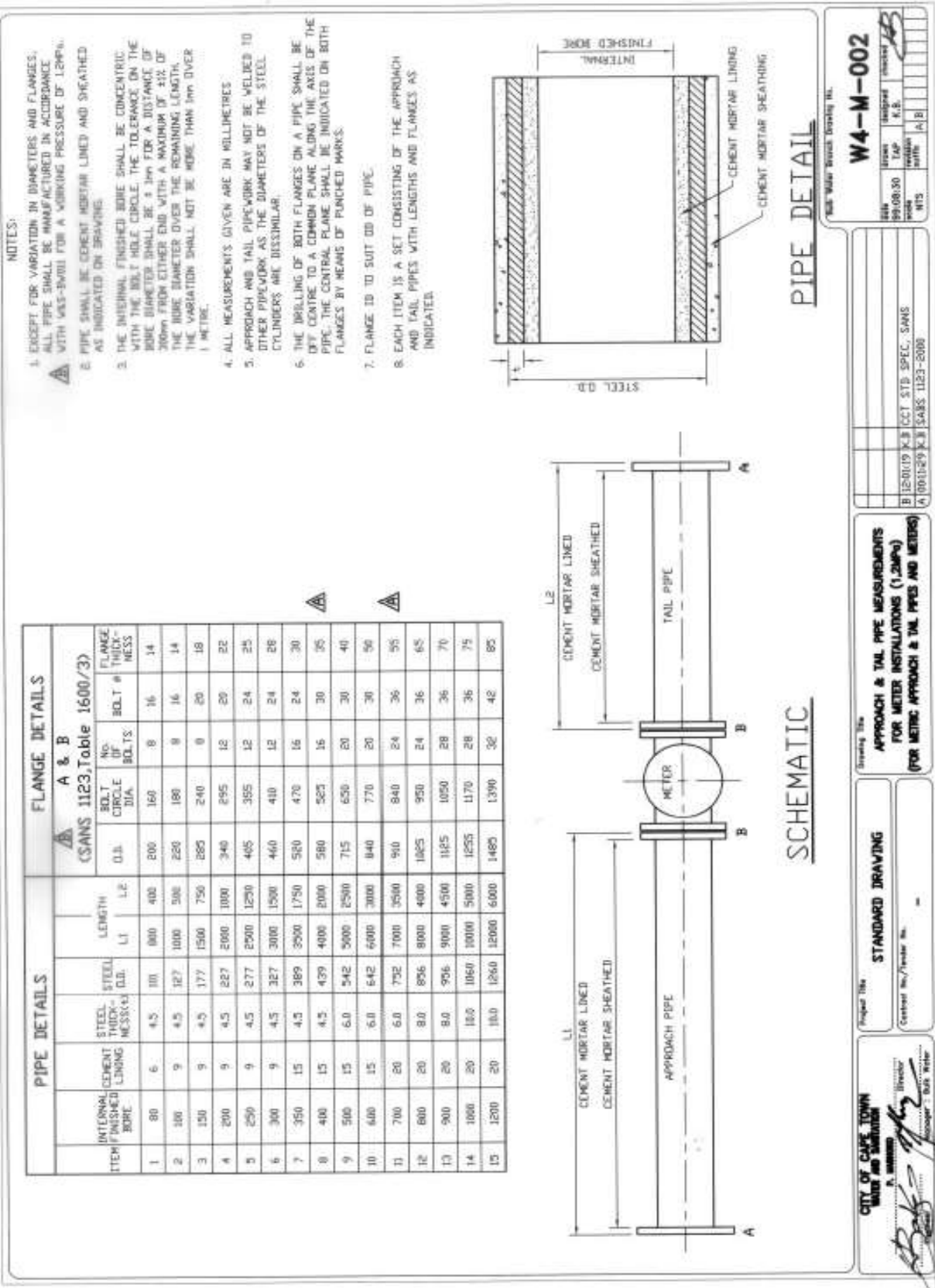
W4-M-001	
Drawn	Checked
TAP	K.B.
99-08-30	99-08-30
RTS	RTS

C	12/01/19	KB	CCT STD SPEC. SANS
B	00/11/09	KB	SABS 1123-2000
A	99-08-30	KB	CNC STD SPEC

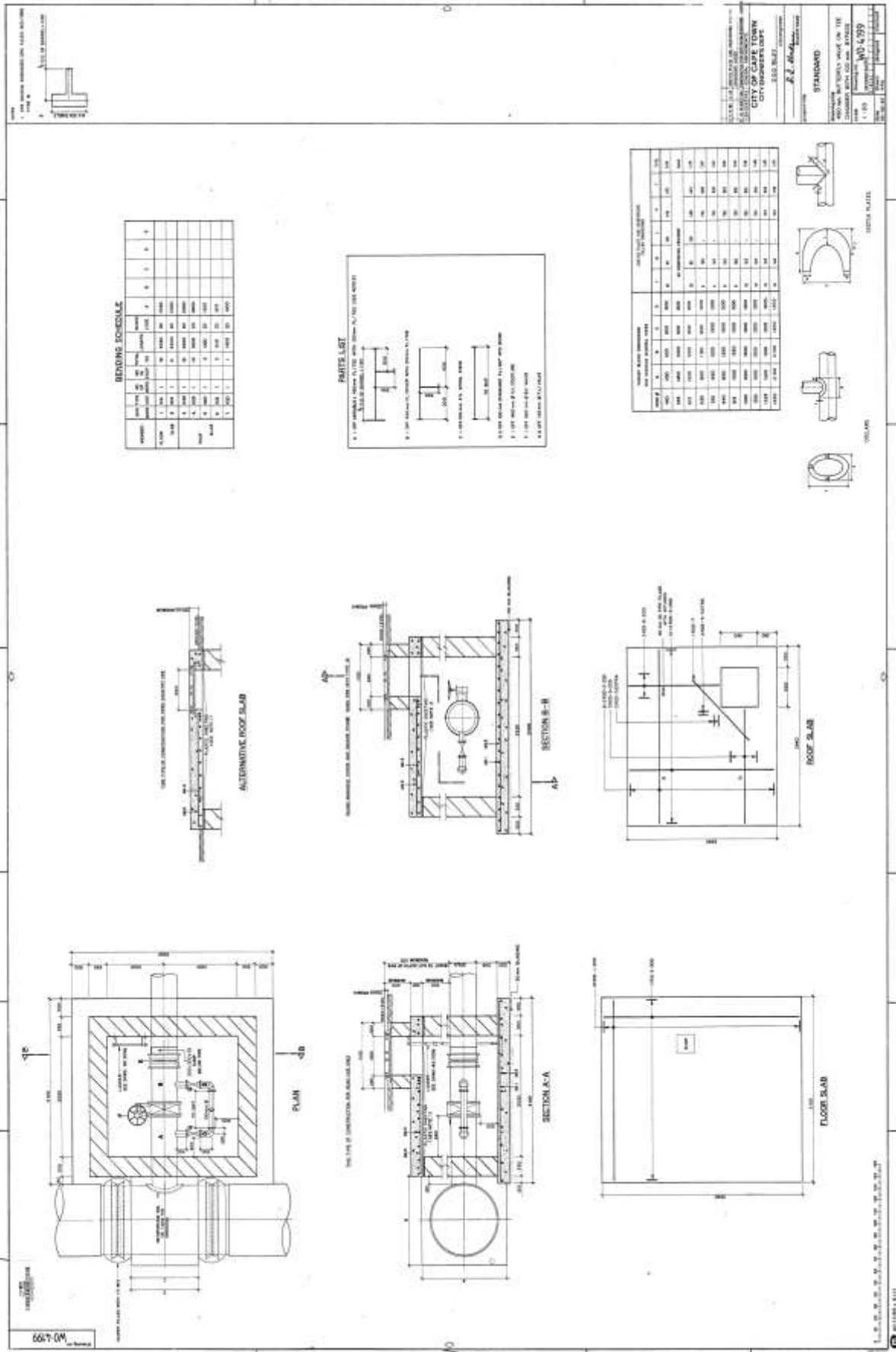
APPROACH & TAIL PIPE MEASUREMENTS
FOR METER INSTALLATIONS (1.2MPa)
(FOR METRIC METERS)

Project Title: STANDARD DRAWING
Contract No./Tender No.: -

CITY OF CAPE TOWN
WATER AND SANITATION
Signature: [Signature]
Project: Bulk Water



W6-4199



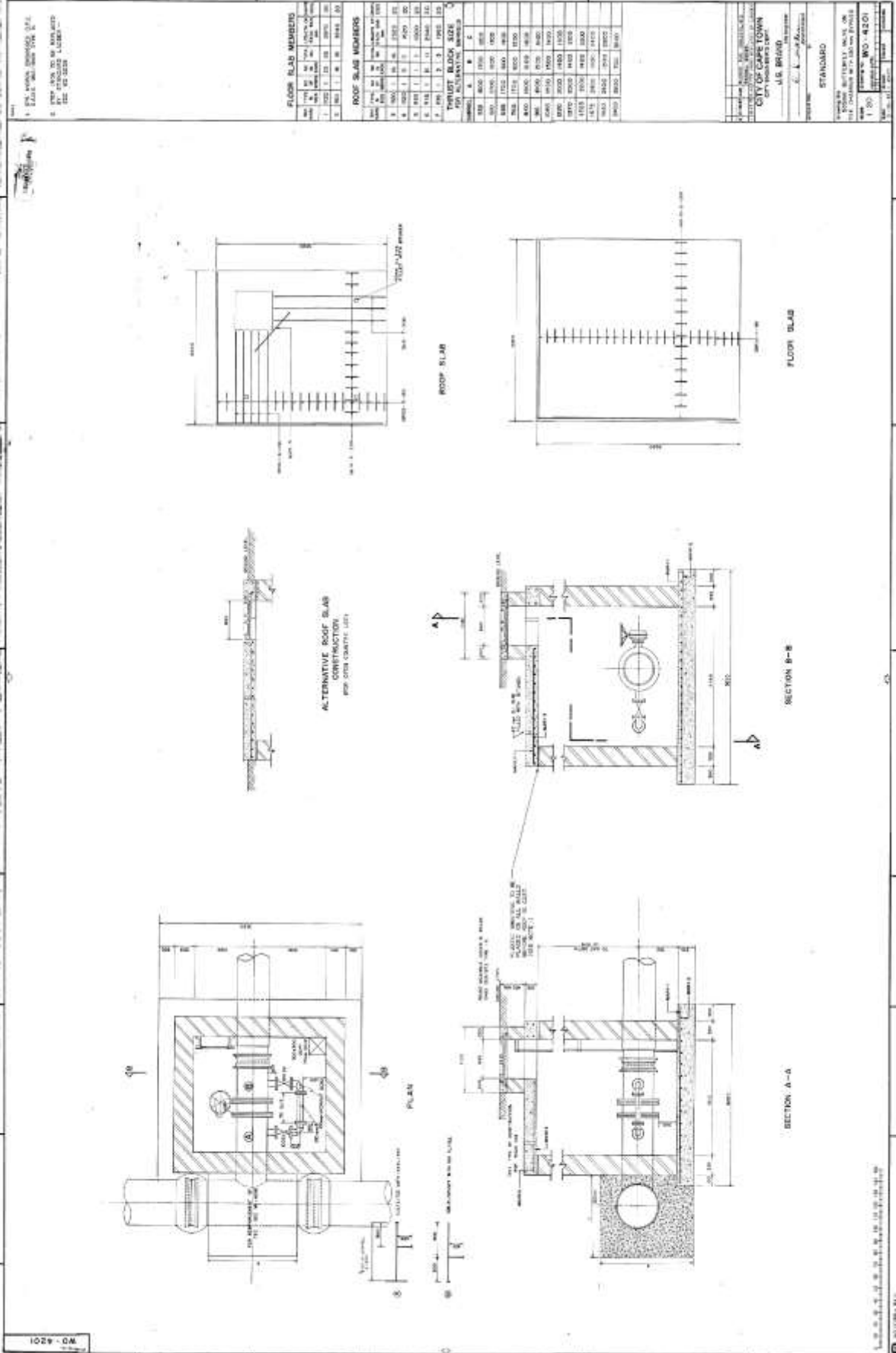
Contract
Part C3: Scope of

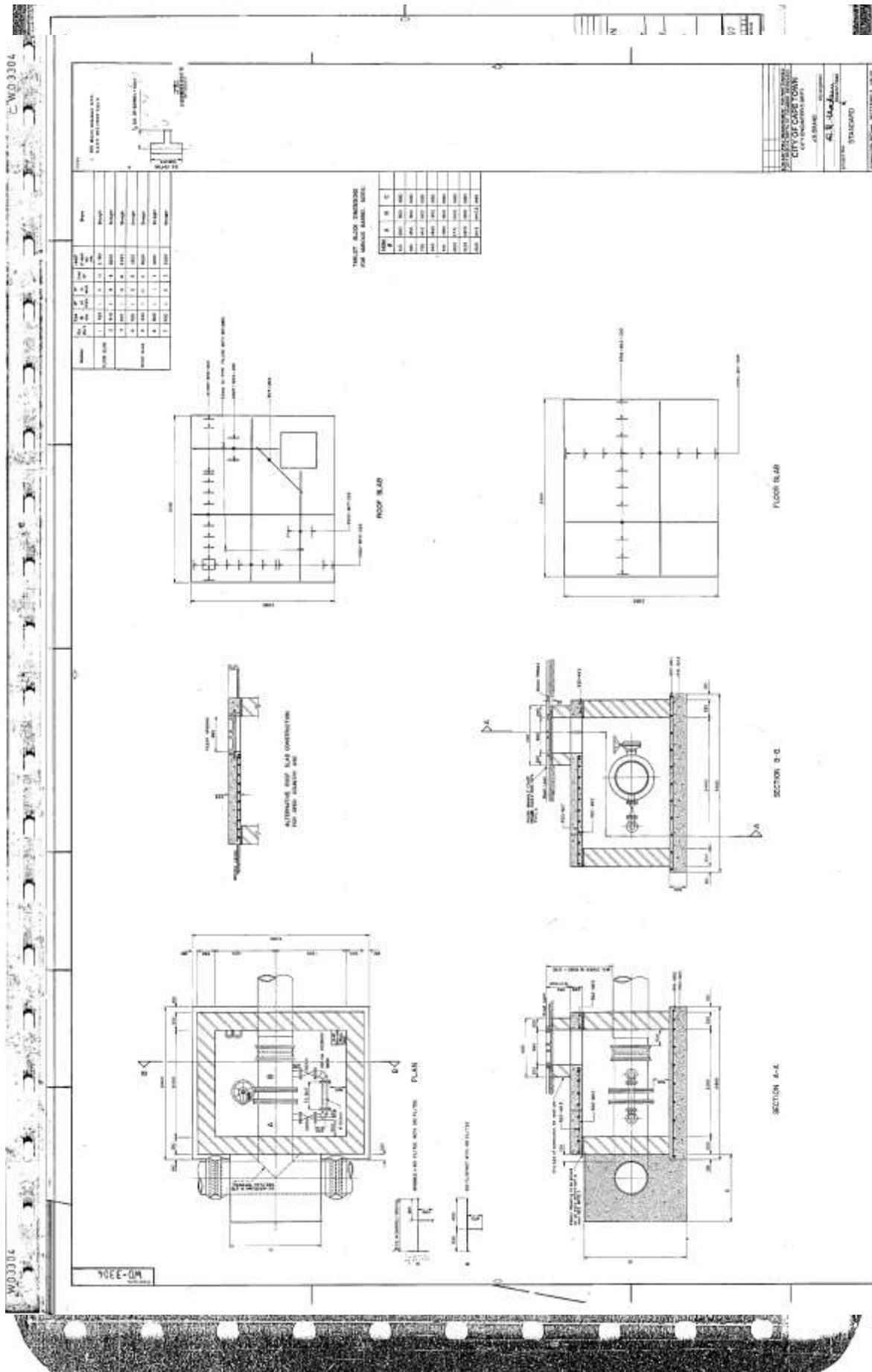
C3.2217
Work

Engineering

Reference No. 107Q/2021/22

WD-4201





CITY OF CAPE TOWN

BULK SERVICES: WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1 PREFERENTIAL PROCUREMENT

The Works, and Works Projects, shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

The declarations made in the **Preference Schedule** of the framework contract will be used in the evaluation of tender offers as described in clause C.3.11 in Part T1.2 Tender Data. Once appointed to a panel, Contractors will be required, as applicable, to complete the declaration in respect of sub-contractors in the Works Project Acceptance/Refusal Notice for the particular Works Project, in accordance with clauses P.2.1.4 and P.3.4 in Part A1.2 Work Allocation Procedures in the Works Project contract document.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor)

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2 SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-Contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor. The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in Clause 4.4.3 of the General Conditions of Contract.

C3.4 Construction

CONTENTS

- 3.4.1 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.3 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.4 LOCAL PRODUCTION AND CONTENT
- 3.4.5 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.6 UNIVERSAL ACCESS

3.4.1 APPLICABLE STANDARDISED SPECIFICATIONS

The following latest SANS 1200 Standardized Specifications for Civil Engineering Construction are applicable:

SANS 1200 A	:	General
SANS 1200 C	:	Site clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (pipe trenches)
SANS 1200 DK	:	Gabions & Pitching
SANS 1200 DM	:	Earthworks (Roads, Subgrade)
SANS 1200 G	:	Concrete (Structural)
SANS 1200 L	:	Medium-pressure pipelines
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LC	:	Cable Ducts
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Storm water Drainage
SANS 1200 LF	:	Erf connections (water)
SANS 1200 LG	:	Pipe Jacking
SANS 1200 ME	:	Sub base
SANS 1200 MF	:	Base
SANS 1200 MG	:	Bituminous Surface Treatment
SANS 1200 MH	:	Asphalt Base and Surfacing
SANS 1200 MJ	:	Segmented Paving
SANS 1200 MK	:	Kerbing and Channelling
SANS 1200 MM	:	Ancillary Roadwork

Particular Specifications included after the Standard Specifications shall apply and form part of this contract.

3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

3.4.2.1. PROJECT SPECIFIC SPECIFICATIONS

The following variations and additions to the SANS 1200 Standardized Specifications referred to in clause 3.4.1 apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereunder applies.

PSA GENERAL

PSA 3 MATERIALS

PSA 3.1 Quality

All pipes, fittings and materials used in the works, must bear the official standardisation mark of the SABS where applicable. The mark on a pipe shall be visible from above after the pipe is laid.

The Employer's Agent's approval of all manufacturers' instructions with regard to installation of pipelines and sealing of joints is required.

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

Replace the contents of sub-clause 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, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his 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."

Add the following:

"The Contractor will be required to obtain a noise exemption permit from the City of Cape Town."

PSA 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 utilised 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 and if required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

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

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."

PSA 5 CONSTRUCTION

PSA 5.2.4 Accommodation of Traffic

Accommodation of traffic will be required along entrance / exit roads, where the new works tie-in to existing roads. Traffic may have to be deviated onto a half-width roadway or single lane route past / through the construction work area.

Accommodation of Traffic Specifications are in the Particular and Generic Specifications Section and shall include dealing with traffic (Clause 8.8.2).

When working in roads or across any road, the Contractor shall submit drawings detailing the accommodation of traffic to the Employer's Agent for approval at least 14 days prior to construction. The deviation and signage shall be in accordance with the South African Road Traffic Signs Manual (SARTSM) and the details shown on the drawings.

The Contractor shall liaise and co-operate with the relevant traffic authorities regarding the accommodation of traffic on existing roads. The Contractor shall indemnify the Local Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads. The Contractor shall provide and maintain in a proper condition all necessary barricades, lights, warning signals and all direction signs necessary to accommodate the traffic during these stages. The Contractor shall also provide for flagmen at all deviations and/or obstructions where necessary. Open trenches shall be kept to a minimum and shall at all times be adequately demarcated, to protect pedestrians. The Contractor shall also ensure that access to properties affected by the works is maintained at all times.

The contractor shall be responsible for the safe and easy accommodation of all traffic and the maintenance of the vehicular and pedestrian access to private property for the duration of the contract and at any time when work is undertaken during the maintenance period. **Pedestrian access must be maintained at all times and vehicular access after working hours.**

No traffic deviations or rerouting shall take place until all barricades / delineators and signs are in place.

Temporary crash barriers shall be constructed when working in heavily traffic areas as instructed by the Employer's Agent.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Replace the heading and the contents of sub clause 5.4 with the following

"LOCATION AND PROTECTION OF EXISTING SERVICES"

PSA 5.4.1 Detection, Location and Exposure 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 his 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 Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Employer's Agent offers 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 the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer's Agent, 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 SANS 1200 D (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 Employer's Agent 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 Employer's Agent immediately when any such service is encountered or discovered on the Site.

Whilst he 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.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

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

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

PSA 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 therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of sub clause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Employer's Agent, 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.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

No liability for damages arising from any delay in having such alterations or repairs undertaken will be accepted by the Employer. The Contractor shall provide all reasonable opportunity, access and assistance to persons doing alterations or repairs to existing services.

PSA 5.4.4 Liability for Damage and Insurance

The Contractor's attention is drawn to the relevant clauses of the General Conditions of Contract and Contract Specific Data regarding liability for damage to the Works, or property, or injury to persons arising from the construction of the Works. His attention is also drawn to the General Conditions of Contract regarding insurance to be effected by the Contractor. Special attention is drawn to the exclusions in this insurance policy and particularly to the exclusions regarding consequential damage.

PSA 5.4.5 Access to Services

The Contractor shall allow all reasonable access to any Authority for the purpose of repairing, maintaining, laying and/or relaying any service, cables or mains during the period of this Contract.

The Contractor shall co-operate with other Contractors or Authorities responsible for the installation of water reticulation, electricity cables and communication cables and shall arrange his programme accordingly.

PSA 5.4.6 Public relations

Prior to the commencement of the works, the Contractor shall on Council's letterhead at his own expense and with all relevant contact numbers, compile and distribute explanatory letters typed in English, Afrikaans and where necessary in Xhosa to each address likely to be affected by the works. These letters are to be vetted by the Employer's Agent prior to distribution. Complaints from members of the public are to be dealt with in a courteous and expedient manner to the entire satisfaction of the Employer's Agent.

PSA 5.5 Dealing with Water on Works

All water, whether from rain, pipeline failures, or subsurface water and infiltration shall be dealt with in such a way as to ensure the safety of the works.

It is required that adequate preventive measures are taken and maintained to ensure that the works are protected from damage due to water from any source.

The Contractor shall design, construct and maintain all drains and other temporary works necessary for the dewatering and flood protection of the permanent works. All methods of dewatering and flood protection shall be submitted to the Employer's Agent for approval.

In the event of these measures failing to protect the works, action shall be taken immediately to protect the works from further damage, the cost of which shall be carried by the Contractor. The damage caused by the water shall be made good by those responsible for the work damaged, or as directed by the Employer's Agent.

The Contractor shall be responsible for and shall repair at his expense any damage to the foundations, structures or any part of the works caused by floods, water or failure of any part of the dewatering and flood protection works.

Having served their purpose, all temporary works shall be removed, backfilled or levelled such that the operation of the works shall not be affected in any way.

The cost of all flood protection and control of water measures shall be included in the tendered sum for payment in the General Section of the Schedule of Rates.

PSA 5.7 SAFETY

Replace the contents of Sub-clause 5.7 with the following:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his 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), provide the following:

- (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, 1993 (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;
- (b) Provide, install and maintain 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;
- (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;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subContractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Employer's Agent 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 Employer's Agent's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's Agent'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 Employer's Agent shall, in accordance with the provisions of Clause 5.11 GCC 2015 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 Employer's Agent, 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 Employer's Agent 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 5.13.1 GCC 2015 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date 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 Employer's Agent to act in terms of Clause 9.2.1.3.6 GCC 2015 of the Conditions of Contract* and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2 GCC 2015.

PSA 5.7.1 Occupational Health and Safety Act

The Contractor is to observe the provisions of the Occupational Health and Safety Act 85 of 1993. Working on underground pipelines presents hazardous conditions and the Contractor's attention is drawn to the Occupational Health and Safety Act - General Safety Regulations and in particular Regulation No. 5 – Work in Confined Spaces. The Contractor shall, in terms of the Occupational Health and Safety Act Construction Regulations 2014, address these hazards in his Health and Safety Plan.

The Contractor shall give notice to the Provincial Director, in terms of Clause 3 of the Occupational Health and Safety Act Construction Regulations 2014, prior to the commencement of work on site.

The Contractor must appoint a full time Construction Health & Safety Officer (CSHO) to monitor all works construction sites for compliance.

PSA 5.7.2 Construction hazards

The possibility of high water pressures to be taken into account when working with live watermain.

Some of the existing pipelines to be repaired and/or rehabilitated are of asbestos cement. Working with asbestos cement can present hazardous conditions and the Asbestos Regulation 2001 shall apply.

The safety of the public and all workers and the provision of all necessary safety equipment for the protection of workmen shall be the Contractor's sole responsibility.

Add the following sub-clauses to clause 5:

PSA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, if required depending on the works project, which shall normally be held twice a month on dates and at times determined by the Employer's Agent, but in any case whenever reasonably required by the Employer's Agent. Unless otherwise indicated in the Contract or instructed by the Employer's Agent, such meetings shall be held at the Contractor's offices on the site. At such meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

PSA 5.10 DAYWORK

PSA 5.10.1 Scope

This section covers the evaluation and method of measurement and payment for work, ordered by the Employer's Agent in writing, carried out on a daywork basis, all in accordance with Sub-clause 6.5 of the General Conditions of Contract and Contract Specific Data.

PSA 5.10.2 General Requirements

Work will be classified as daywork only if the Employer's Agent considers no other rate in the schedule of quantities appropriate for payment purposes.

Only work ordered in writing by the Employer's Agent to be executed as daywork shall be measured and paid for at the rates tendered in the Schedule of Quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of sub-clause 6.5 of the General Conditions of Contract or Contract Specific Data.

PSA 5.10.3 Labour

The tendered rates for labour to be included as daywork charges shall include the salaries and wages of gangers or charge hands working with their gangs but shall exclude the costs of the time of the foremen or supervisors which will be deemed to have been included in the sums tendered for the relevant items in the schedule of quantities.

Gross remuneration, as specified in Sub-clause 6.5 of the General Conditions of Contract and Contract Specific Data, will be deemed to include the following:

- (a) Basic salary/wage
- (b) Overhead charges such as fringe benefits not reflected in basic salary and wages which may include:
 - i. normal annual bonus
 - ii. Employer's contribution to medical aid
 - iii. group life assurance premiums
 - iv. Employer's contribution to pension/provident fund
 - v. all other costs as per letter of appointment

and costs payable due to statutory requirements, which may include:

- i. Workmen's Compensation Fund contribution
- ii. Unemployment Insurance Fund contributions
- iii. District Council levies or the equivalent thereof

The rates tendered for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by dayworks.

PSA 5.10.4 Materials

The nett cost price of materials (exclusive of VAT) actually delivered to the site to be included as daywork charges shall include the costs of delivery to the usual points at which materials are received on the site.

Before ordering any material, the Contractor shall submit quotations to the Employer's Agent for his approval, and shall submit such receipts or vouchers to the Employer's Agent as may be necessary for proving the amount claimed.

The percentage tendered as an on-cost on the net cost price of materials shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for daywork to the individual site(s) where daywork is in progress.

PSA 5.10.5 Plant

The full inclusive hourly cost of operational plant which is available on site or which has been removed without written authorization of the Employer's Agent, to be included as daywork charges will be taken to be the tendered rate which, in the opinion of the Contractor, will be applicable in all respects to the situation and terms of the contract.

The hourly rate tendered or agreed shall constitute the daywork rate for the plant and will be deemed to include all costs for plant operators, consumable stores, fuel maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

Failure on the part of the Contractor to state in the schedule of quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the Employer's Agent shall have the right to call upon the Contractor to supply any such plant to the site and perform the work as directed by him at the particular tendered rate.

Sixty percent (60 %) of the hourly rate tendered or agreed will be paid in respect of plant which is being employed for daywork, but standing idle on the specific instructions of the Employer's Agent, as full compensation for idle costs of daywork plant.

For plant not on site, the costs of establishing items of plant on the site for daywork on specific instruction of the Employer's Agent will be negotiated with the Contractor at the time that such daywork is contemplated.

PSA 5.11 Public relations

Prior to the commencement of work the Contractor shall at his own expense and on his own letter with relevant contact numbers, compile and distribute explanatory letters typed in English, Afrikaans and in Xhosa to each address likely to be affected by the works. These letters are to be vetted by the Employer's Agent and Client prior to distribution. Complaints from members of the public are to be dealt with in a courteous and expedient manner to the entire satisfaction of the Employer's Agent.

PSA 5.12 Interruption of service

The maximum time permitted for consumers to be without water, sewerage or stormwater drainage services is six (6) hours. The use of bypass or temporary connections shall be permitted. Notice must be given to affected residents 24 hours prior to shut down.

The Contractor shall provide a 24 hour standby service for the maintenance and repair of any section of work covered by the works contract. He shall provide the Employer's Agent with an effective means of contacting the standby staff on a 24 hour basis. All repairs necessary to maintain services to residents shall be carried out without delay.

All costs incurred by the Contractor in complying with PSA 5.12 shall be deemed to be included in his rates and no separate payment shall be made in this regard.

PSA 5.13 Environmental Protection

Construction will take place within an urban area and every precaution must be taken to protect the established vegetation and roadside facilities. It is therefore essential that the Employer's Agent be continually consulted throughout the construction period to ensure that environmental considerations are satisfied.

Failure to show adequate consideration for the environmental aspects of this contract will be sufficient for the Employer's Agent to have the Contractor's representative or any other Contractor's employee(s) removed from the site in terms of the General Conditions of Contract.

The following conditions have been imposed and shall be strictly complied with:

- (a) Personnel and plant shall not enter property beyond the boundaries of approved working areas, camp sites and stockpile sites without written authorization by the Employer's Agent irrespective of whether the approved areas are fenced off or not.
- (b) The Contractor shall, to the satisfaction of the Employer's Agent, take every necessary precaution to prevent the contamination and pollution of the environment.

The Contractor shall plan his activities such that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impracticable, it shall be temporarily stockpiled for later loading and transportation to where it will be used. Compensation for stockpiling materials will not be payable directly, but full compensation therefore shall be included in the rates for the various items of work in which the stockpiled material is used.

Stockpiling areas shall be indicated to and approved by the Employer's Agent. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.

- (c) The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the camp site and working areas.

The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste is not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site and not within the camp site, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.

- (d) Trees, shrubs or any other existing vegetation on the site may not be removed without approval of the Employer's Agent. Such trees, shrubs or any other vegetation shall remain the property of the employer.
- (e) No bituminous material or waste material shall be dumped, even if only as a temporary measure, on the site, but provision shall be made to remove such excess material directly off the site of works
- (f) The Contractor shall ensure adequate provision of latrine facilities for his employees.

All costs incurred by the Contractor in complying with PSA 5.13 shall be deemed to be included in the Contractor's general obligations and no separate payment shall be made in this regard.

PSA 5.14 Supervision

All work to be carried in the Works Projects shall be supervised throughout the duration of the contract by a qualified senior representative of the Contractor who has extensive experience in the type of work to be executed. The representative must be authorized to make all necessary decisions on behalf of the Contractor.

PSA 7 TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.1 Checking

Every completed layer or section of the Works shall be subject to check testing by the Contractor, at his own cost. Once the Contractor has satisfied himself with the standard of his works, he shall provide the Employer's Agent with the results of his check testing indicating that the work is to specification. In order to minimize delays due to testing, the Contractor shall give the Employer's Agent at least 24 hours' notice of when any portion of the works will be completed to his satisfaction so that the Employer's Agent can arrange for his acceptance control testing to be done.

Failure by the Contractor to notify the Employer's Agent or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

New watermains will be tested as per SANS 1200 specifications.

The Employer's Agent will be under no obligation to the Contractor to perform acceptance tests. If the Employer's Agent elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed.

Nothing contained in this Clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests which the Employer's Agent may call for or perform in terms of the specification.

PSA 7.1.2 Standard of Finished Work not to Specification

In addition to the provisions of Subclause 7.1.2, the costs of check testing by the Employer's Agent including tests carried out by commercial laboratories after remedial work by the Contractor shall be borne by the Contractor.

PSA 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 Employer's Agent 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 Employer's Agent
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent.
- (d) Any other laboratory that the Employer's Agent approves in his absolute discretion."

The cost of such test which meets the specification requirements will be reimbursed to the Contractor in monthly payment certificates.

A Provisional Sum has been provided in the Schedule of Quantities to allow for the cost of such testing.

The Contractor shall make due allowance for testing procedures in his construction programme.

PSA 7.5 TESTING FOR ENGINEERING SERVICES

PSA 7.5.1 Pipe Trenches

The Employer's Agent may perform acceptance density tests on pipe trenches in bedding layers and at 500 mm backfill intervals. The Contractor shall notify the Employer's Agent when the bedding layer and each 500 mm increment layer have been completed. Backfilling shall be done in accordance with SANS 1200 DB Clause 5.7.

PSA 7.5.2 Medium Pressure Water mains

The Employer's Agent must perform pressure tests and visual inspections in terms of SANS 1200 on mains after completion of any pipe work. Tests for pipe work under roads in such a position that repairs could affect the roadworks must be completed before the Contractor may proceed with any layerworks.

Pressure tests may be performed after the bedding layer is placed and compacted, and again when backfilling is complete. The pipework shall only be accepted when the second test has passed.

New installations will be tested against the specified testing pressure as per SANS 1200 L.

The Contractor shall provide all plugs and testing apparatus.

PSA 7.5.3 Control of Levels (In General)

In the case of water pipelines the levels shall be checked at changes in gradient or at major bends or connection points. The onus is on the Contractor to arrange and verify the check levelling but any deviation from the specified tolerance remains the responsibility of the Contractor. Water mains will be laid according to the following general guideline:

In footways 700mm min. cover
In roadways 900mm min. cover

PSA 7.6 As-built Information

As the works are progressing, the Contractor shall mark on a separate set of drawings, after checking the information, all "As-Built details" and submit them to the Employer's Agent for approval on a weekly basis.

Where services have been disturbed, all services shall be surveyed. The ends of all ducts or banks of ducts, all pipe bends and the cover and invert levels of all other services or structures shall be surveyed prior to being backfilled.

The Contractor shall supply this co-ordinate and level information in electronic format, with the marked-up drawings at the completion of the contract. The format of as-built electronic information shall be obtained from the Employer's Agent. No separate payment for this work shall be made in the Schedule of Quantities. It shall be deemed to be included in the Contractor's General Obligations

The Certificate of Completion shall only be issued once the required information has been submitted and approved.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.2.2 PAYMENT – Time-related Items

Delete the second sentence and replace with the following:

"Subject to the provisions of 8.2.3 and 8.2.4, the tendered sum per day shall be multiplied by the number of days required to complete the site activities from the commencement date of the contract until the end of the period for completion of the works."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PSA 8.3.1 Contractual Requirements

Add the following items:

PSA 8.3.1.1 Security (Provision of Performance Guarantee)

Unit: Sum

The unit of measurement shall be for the entire contract period and payment thereof will be made after commencement of the contract.

The tendered rate shall include for all costs involved to comply with the requirements as stipulated.

PSA 8.3.1.2 Insurance (Blanket Policy)

Unit: Sum

The unit of measurement shall be one year and payment thereof will be made at the beginning of each year of the contract respectively.

The tendered rate shall include for all costs involved to comply with the requirements as stipulated.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

Wherever the words "The sum" occurs in Subclause 8.4 replace with the words "The sum per day".

Wherever the Unit "Sum" occurs in Subclause 8.4 replace with the Unit "day".

PSA 8.4.2.2 Facilities for the Contractor

The sums tendered for in Items 8.3.2.2 and 8.4.2.2 for the Contractor's fixed and time related charges shall include for all the requirements described.

Contractor's Fixed Charges: The camp site will only be established if warranted. It is envisaged that the Contractor will not establish a camp site for every Works project but that he will provide services such as Water and Sanitation for his staff.

Should the Contractor submit a claim for provision of Water and Sanitation for his staff, he must provide all evidence of expenses in this regard. No other payment shall be made in this regard.

The Contractor shall establish his camp at a location approved by the Employer's Agents Representative. The Contractor shall make his own arrangements concerning the provision of water, electricity and other services for his own office.

The Contractor shall submit to the Employer's Agents Representative his proposed siting and layout of all camps, stores, offices etc. within seven (7) days after acceptance of the works project. Proposals for disposal sites for sewage, waste and refuse shall be submitted to the Employer's Agents Representative for approval.

Should the Contractor wish to use any areas outside the site as defined above, he shall negotiate for the use of and rent for, such additional areas, with the affected landowners. Any damage to or desecration of land outside the site shall be made good to the satisfaction of the landowner and the Employer's Agents Representative at the Contractor's expense

The Contractor shall be reimbursed for any costs incurred relating to the leasing of public open spaces from City Parks, for site establishment purposes. The Employer's Agents Representative will approve payment thereof once all supporting documentation, such as invoices, has been submitted.

PSA 8.7 Daywork

(a) Labour charges

- | | | |
|------|---|----------------|
| (i) | (description of employee/designation/skill indicated) | Unit: hour (h) |
| (ii) | (etc, for other designations/skills) | Unit: hour (h) |

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Employer's Agent.

The daywork rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Employer's Agent.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Employer's Agent.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as daywork.

(b) Material charges

- | | | |
|------|--|-----------------------|
| (i) | Actual cost of material (excluding VAT) | Unit: Provisional Sum |
| (ii) | Handling cost in respect of subitem (b)(i) | Percentage (%) |

Expenditure under this item shall be made in accordance with Clause 6.5 of the General Conditions of Contract. The provisional sum allowed shall include for the actual cost incurred for materials used in authorised daywork. The actual costs for materials shall not be subject to contract price adjustment.

The tendered percentage is a percentage of the amount actually spent under subitem (b)(i) and shall include full compensation for the handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for daywork on the instructions of the Employer's Agent.

Payment for expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

(c) Plant charges

- | | | |
|------|----------------------------------|----------------|
| (i) | (description of plant indicated) | Unit: hour (h) |
| (ii) | (etc for other plant) | Unit: hour (h) |

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Employer's Agent.

The Contractor and the Employer's Agent will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Employer's Agent is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorised daywork as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

(d) Other plant not specified above Unit: Provisional Sum

The provisional sum provided to cover the cost of other plant shall be expended in accordance with Clause 6.5 of the General Conditions of Contract.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with traffic

Add the following:

Work relating to dealing with traffic (or accommodation of traffic) is to be carried out in accordance with Accommodation of Traffic included in the Particular and Generic Specifications section. No separate measurement and payments for dealing with traffic is done in the Accommodation of Traffic Section. Payment will be included under Item E.15.01 (PSA 5.2.4).

Replace item 8.8.4 with the following:

PSA 8.8.4 LOCATION AND PROTECTION OF EXISTING SERVICES

Where particular items are provided in other sections of the schedules the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSA 8.8.4.1 Location and protection of existing services:

- | | | |
|-----|-----------------------------|-----------|
| (a) | Water and sewer pipes | Unit: Sum |
| (b) | Electrical and other cables | Unit: Sum |
| (c) | Other | Unit: Sum |

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

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

- | | | |
|-----|--------------------|----------------------|
| (a) | In all roadways | Unit: m ³ |
| (b) | In paved areas | Unit: m ³ |
| (c) | In concrete areas | Unit: m ³ |
| (d) | In all other areas | Unit: m ³ |

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures necessary to protect the services from damage during excavation and backfilling and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 93% of modified AASHTO density.

The rate for hand excavation in roadways shall also include compensation for compacting excavated or selected backfill material to 100% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for under SANS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water and for removal of surplus excavated material from the site.

Add the following item:

PSA 8.8.7 Dealing with water:

- | | | |
|-----|--------------------------------|-----------|
| (a) | Dealing with subsurface water | Unit: Sum |
| (b) | Dealing with surface water | Unit: Sum |
| (c) | Extra-over for item (a) above: | |
| i) | Installation of well points | Unit: m |
| ii) | Operate and maintain | Unit: day |

The sum shall cover the cost for the provision, operation, maintaining and removal of all plant and materials required to deal with any water anywhere on the Site as required in terms of Sub-clause 5.1.3 of SANS 1200 D and Sub-clause 5.1.2 of SANS 1200 DB. No additional payment will be made for "Special water hazards".

The sum shall cover the cost of providing the necessary plant or materials, or both, fully erected and operative on the Site, the cost of operating and maintaining pumps, sheeting, close timbering, and other equipment, as applicable, for 24 hours a day, 7 days a week, throughout the period during which the facilities are required, and the cost of removing such goods and restoring the Site to its original condition on completion of that part of the project for which the temporary works were erected.

Add the following item:

PSA 8.8.8 Liaison with Services Authorities Unit: Sum

The tendered sum shall include full compensation for liaising and interacting with all the relevant Service Authorities per Works Project, for obtaining the necessary wayleaves for services affected by the Works, allowing them onto the site and accommodating them for any service protection, relocation or supervision which may be required.

Add the following items:

PSA 8.9 HEALTH AND SAFETY

PSA 8.9.1 Complying with Health and Safety requirements Unit: day

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014 and OHS Specification, the Professional Indemnity (PI) insurance, other statutory requirements and provision of qualified OHS officer) at all times for the full duration of the Contract.

PSA 8.9.2 Asbestos Specialist Services:

(a) Approved Asbestos Inspection Authority (AIA) to assist the Contractor with the approval of the asbestos plan of work, in accordance with legislation Asbestos Regulations 2001 Unit: Prov Sum

(b) Administrative cost and profit in respect of above item (a) Unit: %

(c) Handling and disposal of asbestos containing waste from site to the permitted Vissershok Landfill site, in accordance with legislation Unit: Sum

(d) Transport of asbestos-containing waste to the licensed privately owned operated hazardous waste disposal facilities (rated H:H) at Vissershok for waste with classification ratings of 1 (extreme risk), in accordance with Asbestos Regulation. Unit: ton per km

(e) Cost of dumping at privately owned, permitted Vissershok landfill site (Original tipping slips are required for audit purposes) Unit: ton
Payment for this item shall include all the statutory requirements and recordkeeping as stated in Section 9 and 16 of the Asbestos Regulation GNR.155

PSA 8.10 Complying with Environmental Management requirements Unit: day

The amount tendered for this item shall allow for full compensation for all costs, of whatever nature, for adhering to the Environmental Management Plan, including provision of the ECO Officer, as set out in C3.1 Description of works, sub-clause 3.1.5.13 and C3.5 Management, Particular Specification E of this document.

PSA 8.11 Noise Exemption Permit Unit: Sum

The tendered rate must include all costs incurred for obtaining a Noise Exemption Permit for each "Works Project" prior to construction. This permit is required for all works.

PSC SITE CLEARANCE

PSC 1 SCOPE

The site is situated in a developed urban environment. The contract will require the demolition and removal or storage of existing materials on the site prior to commencement of the works.

PSC 3 MATERIALS

PSC 3.1 Disposal of Material

No material shall be spoiled on the site. The Contractor shall make his own arrangements for the provision of a suitable spoil area off the site.

The Contractor will be held solely responsible for observing the by-laws and regulations of the relevant local authorities with regard to fire and for any injury to persons and damage to property. The Contractor shall indemnify the Employer against all claims for damages arising from this source.

PSC 5 CONSTRUCTION

PSC 5.1 Areas to be cleared and grubbed

Add the following items:

"Pipeline routes shall be cleared to a distance of 1,5m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations."

Add the following items:

"The following applies to clearing widths:

- (a) The width to be cleared for the road shall not exceed 6,0m.
- (b) The area to be cleared for parking zones shall not exceed the specified dimensions by a margin of 0,5m measured from the perimeter.

PSC 5.2 Cutting of trees

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

Replace the last sentence with the following:

"An amount of **R10 000.00** will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.3 Removal and storage of Kerbing, Channelling, Edging, Paving and Grassing

Where indicated by the Employer's Agent, the Contractor shall remove existing kerbing, channelling, edging, brick, paving, grass and lawns, etc. and store all such material for re-use and reinstatement on the site of the works.

Where existing kerbs are to be removed and the existing channels are to remain, the Contractor shall carefully remove the kerbs without disturbing the channels. Any channels which are disturbed or damaged during this operation shall be replaced at the Contractor's expense.

PSC 5.5 RECLEARING OF VEGETATION

Add the following items:

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

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 BASIC PRINCIPLES

ADD THE FOLLOWING:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 150 mm. This implies that levels used in earthworks quantity calculations will be 150 mm lower than the original levels."

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Employer's Agent to be cleared and grubbed will be measured in square meter to the nearest square meter or,"

PSC 8.2.7 Dismantle and remove

Also applies to underground structure

Replace the second paragraph with the following:

"The tendered rates shall include full compensation for the detection, disconnection, removal, disposal, including all necessary excavation and backfilling.

In the event of the Contractor damaging any of the services he will replace it at his own cost."

a) Pipelines

- | | | |
|-------------------------|---------|-----|
| i) Up to 150mm diameter | Unit: m | ii) |
| Over 150mm diameter | Unit: m | |

The rate shall cover the cost of the dismantling, removal and disposal of existing pipe to a site provided by Contractor.

b) Valve or Hydrant Chambers (Concrete) Unit : No

The rate shall cover the cost of the demolishing, removal and disposal of existing concrete chambers to a site provided by Contractor.

c) Valve or Hydrant Chambers (Brick) Unit : No

The rate shall cover the cost of the demolishing, removal and disposal of existing concrete chambers to a site provided by Contractor.

d) Kerbs, edging and channels Unit : m

The rate shall cover the cost of the removal and disposal of existing kerbs, including all necessary excavation to site provided by Contractor.

e) Asphalt

- | | | |
|----------------------|---------|-----|
| i) 0mm to 50mm thick | Unit: m | ii) |
| Over 50mm thick | Unit: m | |

The rate shall cover the cost of the removal and disposal of existing asphalt sidewalks to a site provided by Contractor.

f) Road signs Unit : No

The rate shall cover the cost of the removal and disposal of existing road signs to a site provided by Contractor.

g) Trees and Plants / Shrubs Unit : No

The rate shall cover the cost of the removal and disposal of existing small trees and plants/ shrubs to a site provided by Contractor.

h) Grass and lawns Unit : m²

The rate shall cover the cost of the removal and disposal of existing grass and lawns to a site provided by Contractor.

i) Concrete in roads, driveways or walkways

i) Up to 100mm thick concrete Unit: m² ii) Over 100mm and up to 200mm thick concrete Unit: m² iii) Over 200mm thick concrete Unit: m²

The rate shall cover the cost of the cut, removal and disposal of existing concrete roads, driveways or walkways to a site provided by Contractor.

j) Brick Paving in roads, driveways or walkways Unit: m²

The rate shall cover the cost of the removal and disposal of existing brick paved roads driveways or walkways to a site provided by Contractor.

PSC 8.2.10 Remove topsoil to a nominal depth of 150mm, stockpile and reinstate Unit: m³

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm, temporary storing of material, transporting and reinstating.

ADD THE FOLLOWING ITEM IN SUBCLAUSE 8.2:

PSC 8.2.11 Remove and stockpile material for later reinstatement

a) Kerbs, edging and channels Unit: m

The tendered rates shall include full compensation for the careful removal of kerbs or edging, the temporary stockpiling and cleaning thereof and the reinstatement once the work has been completed, including all necessary excavation, backfilling and concrete bedding and backing with 15 MPa concrete. In the event of the Contractor damaging any of the kerbs, he will replace it at his own cost.

b) Brick paved / Interlocking Bricks driveways or walkways Unit: m²

The rate shall include full compensation for the careful removal of bricks/ pavers, the temporary storing and cleaning thereof and the reinstatement once the work has been completed, including all necessary excavation, backfilling and backing with 25 Mpa concrete. In the event of the contractor damaging any of the bricks/ pavers, he will replace at his own cost.

c) Grass and lawns Unit: m²

The rate tendered shall include for carefully dismantling, loading, taking to storage, keeping grass sods moist, transporting again to area of reinstatement and including for all labour, plant and tools needed to complete the work.

d) Trees and Plants / Shrubs Unit: No

The rate tendered shall include for carefully dismantling, loading, taking to storage, keeping the plants moist, transporting again to area of reinstatement and including for all labour, plant and tools needed to complete the work.

e) Road signs Unit: No

The tendered rate shall include full compensation for the careful removal of road signs, including for both single and double pole road signs, the temporary storing and cleaning thereof and the reinstatement once the work has been completed, including all necessary excavation, backfilling and backing with 25 MPa concrete. In the event of the Contractor damaging any of the road signs, he will replace it at his own cost.

f) Fence

i) All wire type fencing walls Unit: m ii) All palisade type fencing Unit: m iii) Vibracrete

The rate shall cover the cost of taking down the vibracrete walls and fences (palisade and wire type), coiling wire, sorting and stacking all material at sites indicated by the Employer's Agent. The rate shall cover the cost of loading, transporting, offloading all material and reinstallation of vibracrete walls and fences to previous position and condition. Any materials damaged by the Contractor must be replaced by the Contractor.

PSC 8.2.12 Saw cutting of existing surfaces

Unit: m

This will only apply when existing asphalt, concrete, paving and other hard surfaces was cut for removal and the edge of surface not to be excavated was damaged and needs to be replaced. The tendered rate shall include full compensation for neatly saw cutting the existing asphalt, concrete, paving and other hard surfaces.

PSC 8.2.13 Overhaul

No payment shall be made for overhaul. All haulage shall be considered freehaul.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 MATERIALS

PSDB 3.1 Classes of Excavation

Notwithstanding the provisions of Sub-clause 3.1 of SANS 1200 DB, the materials excavated other than hard rock will not be classified for the purposes of measurement and payment. The rate for excavation shall cover excavation in all materials other than hard rock (as specified in SANS 1200 DA sub-clause 3.1.2. (c))

PSDB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PSDB 3.6.1 Subbase and Base

Base: Existing road layers shall be reinstated with type G4 base (with crushed stone compacted to 98% Modified AASHTO density) 150 mm thick after compaction

The base layer shall be benched so that the layer overlaps the underlying subbase layer by at least 150 mm on either side of the trench excavation.

Subbase: Existing road layers shall be reinstated with type G5 subbase (with crushed stone compacted to 95% Modified AASHTO density) 150 mm thick after compaction.

The subbase layer shall be benched so that the layer overlaps the underlying selected layer/ insitu by at least 150 mm on either side of the trench excavation.

PSDB 3.6.2 Gravel

Gravel material shall be a natural gravel subbase especially for reinstatement of shoulders compacted to 95% Modified AASHTO density with CBR>45 and a maximum Plasticity Index (PI) of 10.

PSDB 3.6.4 Asphalt Surfacing

The surfacing shall consist of a medium continuously graded asphalt surfacing as specified in SABS 1200 MH Asphalt Base and Surfacing of the specifications. The edges of the surfacing / seal shall overlap the base by at least 150 mm on both sides of the trench excavation. The joints must be seal with a Viaseal. A tack coat shall be applied to the finished surface of the base course layer. A Paver shall be used to lay the asphalt (Asphalt shall not be laid by hand).

PSDB 4 PLANT

PSDB 4.2 Control of Water

It can be expected that the existing pipelines may be located below the water table. These conditions will necessitate that the Contractor will have to adopt appropriate techniques as set out in subclause 4.2 to control the water. The Contractor's attention is drawn to subclause 5.1.2 in connection with the control of water.

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.1 General

Trench excavation for new pipelines will be generally by machine after existing services have been exposed by hand.

Trench excavation for pipe repairs will be generally by hand after existing services have been exposed.

The trench excavation shall be such that the base width includes sufficient working space.

The existing pipeline may be corroded or damaged and excavation in close proximity to it will have to be performed with care to avoiding collapsing the pipe. The excavation around the existing pipe from 0.5m above its crown shall be by hand.

PSDB 5.1.2 Stormwater, Seepage and Dewatering of Excavations

In addition to the Contractor's responsibilities for dealing with water, the Employer's Agent may order the Contractor to place a crushed stone bedding layer (minimum thickness 150mm) on the trench bottom.

Prior to the provision of the stone layer, Grade 3 geofabric filter material of minimum mass of 150g/m², must be installed on the trench bottom. After the placement of the stone bedding, the geofabric filter material shall be folded over the stone with a minimum overlap of 300mm to form an enclosed drain. The specified bedding material shall then be used to bed the pipe.

The Contractor will only be paid for providing and laying the stone bedding layer and the geofabric filter material after receipt of a written order to do so from the Employer's Agent.

Add the following items:

PSDB 5.1.5 Protection of Existing Services

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

Services left exposed shall be suitably protected from damage and/or theft.

PSDB 5.1.6 Liability for Damage and Insurance

The Contractor's attention is drawn to the relevant clauses of the General Conditions of Contract and Contract Specific Data regarding liability for damage to the Works, or property, or injury to persons arising from the construction of the Works. His attention is also drawn to the General Conditions of Contract regarding insurance to be effected by the Contractor. Special attention is drawn to the exclusions in this insurance policy and particularly to the exclusions regarding consequential damage.

PSDB 5.1.7 Alterations and Repairs to Existing Services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out any alterations to existing services. Where this may be necessary, the Contractor shall inform the Employer's Agent, 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.

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

No liability for damages arising from any delay in having such alterations or repairs effected will be accepted by the Employer. The Contractor shall provide all reasonable opportunity, access and assistance to persons doing alterations or repairs to existing services.

PSDB 5.1.8 Access to Services

The Contractor shall allow all reasonable access to any Authority for the purpose of maintaining, laying and/or relaying any service, cables or mains during the period of this Contract.

The Contractor shall co-operate with other Contractors or Authorities responsible for the installation of water reticulation, electricity cables and telephone cables and shall arrange his programme accordingly.

PSDB 5.3 Site Clearance

Delete the first sentence and replace with the following:

"The Contractor shall clear an area along the pipe route as designated by the Employer's Agent." **PSDB**

5.4 Excavation

All excavated material shall be placed in such a way and in such positions as not to endanger or interfere with the works, pedestrians, traffic or property and the Employer's Agent may order the Contractor to remove any material that is considered liable to endanger or interfere with the works, pedestrians, property or traffic and to place such material in another position as indicated by the Employer's Agent.

Add the following:

PSDB 5.4.1 Shoring of Pipe Trenches

The Contractor shall take full responsibility for the safety of excavation, and shall carry out all measures necessary to make secure, by timbering and strutting or sheet piling, the excavated face. All timbering and strutting must be of sufficient strength and capable of being removed readily as the work proceeds.

The Contractor shall further take all precautions to safeguard existing services and structures next or next to excavations carried out by him and shall provide and erect any shoring or underpinning that may be necessary.

The timbering, strutting and sheet piling of the pipe trenches shall not relieve the Contractor of any responsibility and all claims for the compensation for damages or injury caused or aggregated by the Contractor not taking all precautions to safeguard persons or property, shall be met entirely by the Contractor.

PSDB 5.5 Trench Bottom

Where waterlogged trench bottom conditions exist after the Contractor has, in the Employer's Agent's opinion, carried out all possible dewatering operations, the Employer's Agent may order that unsuitable material be excavated and replaced with crushed stone. A layer of 19 mm crushed stone shall be placed over the full width of the trench bottom, in increments of 200 mm thick or such other thickness as may be ordered by the Employer's Agent. The crushed stone shall be placed and rammed into the trench bottom to create a firm platform and shall be finished off to the required trench formation level.

As an alternative, the Employer's Agent may order that a suitable selected fill material, obtained from the site, be placed in the trench bottom to the same dimensions as specified for the crushed stone. The selected fill material shall be compacted to the specified density for trench bottoms.

Where the Contractor's method of working results in quagmire conditions in the trench bottom, the Contractor shall excavate and stabilize the trench at his own cost.

PSDB 5.6 BACKFILLING

PSDB 5.6.3 Disposal of Soft Excavation Material

Surplus excavated material shall be taken off the Site and disposed of at a site arranged by the Contractor, and approved by the Employer's Agent. No payment for overhaul will be made.

PSDB 5.6.4 Disposal of Intermediate and Hard Rock Material

Surplus excavated material shall be taken off the Site and disposed of at a site arranged by the Contractor, and approved by the Employer's Agent. No payment for overhaul will be made.

PSDB 5.7 COMPACTION

PSDB 5.7.1 Areas Not Subject to Traffic Loads

Add the following sentence:

"All non-cohesive material shall be compacted to 100% Modified AASHTO maximum density."

PSDB 5.7.2 Areas Subject to Traffic Loads

All trenches backfilled under this contract shall be backfilled with sand or cohesive material placed in layers a maximum of 200 mm thick and compacted to 100 percent Modified AASHTO maximum density. All pipe trenches that fall within the road reserves shall be regarded as areas subject to traffic loads.

PSDB 5.9.5 Bitumen Roads: Surfacing

Add the following sentence:

“Trench excavations crossing existing roads must be completed, reinstated and reopened to traffic outside of peak-hours.”

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.2 Excavation

- a) Excavate in all materials for trenches, backfill, compact and dispose of surplus/ unsuitable material
Unit: m

Payment for pipeline excavations will be measured in linear meters to a depth in increments of 1.0 meters.

- c) Hand excavation in all materials where ordered by the Employer's Agent
- | | |
|----------------------------|----------------------|
| i) Soft material | Unit: m ³ |
| ii) Intermediate material | Unit: m ³ |
| iii) Hard rock or material | Unit: m ³ |
- d) Excavate and dispose of unsuitable material from trench bottom No
payment for overhaul will be made. Unit: m³

Any deviation in this regard must be approved by the Employer's Agent.

PSDB 8.3.3 Excavation Ancillaries

PSDB 8.3.3.1 Make up Deficiency in Backfill Material

The rate for placing and compacting bedding and blanket material shall be included in the items for excavation and backfilling. No additional payment will be made for placing and compacting bedding and blanket using material from trench excavations.

Where material excavated from trenches is unsuitable for backfill, bedding or blanket material and cannot be reasonably selected from adjacent trench excavations, then the Employer's Agent will order the use of material from commercial sources.

PSDB 8.3.4 Particular Items

- a) Shoring trench Unit: m²

Shoring shall be measured per square meter of the face of the excavation. Should the Contractor elect to use sheet piling it shall be cut off 1,0 m below ground level and the remainder left in-situ. The use of shoring however, does not in any way relieve the Contractor of his responsibilities in terms of the Machinery and Occupational Safety Act.

Where shoring is specified or ordered, it shall be measured per square metre of actual pit face shored. Payment will be categorised in depth increments of 1,0 meters. The tendered sum shall include full compensation for shoring of the trench as specified.

- b) Temporary Works: Control of Water

Where specialist dewatering measures are required for a project and are to be undertaken by the Contractor, the payment will be in terms of the items provided in the Schedule of Rates.

PSDB 8.3.6 Finishing (Reinstatement of surfaces)

All inclusive of the following layers:

Unit: m²

Roads:

Asphalt surfacing (medium continuously graded) 40mm thick

Tack coat

G4 Base in 150 mm thick layers, to roadways

G5 Subbase in 150mm thick layers, to roadways

Sidewalks:

G5 Subbase 100 mm thick, to sidewalks and footways

Existing paving to sidewalks and footways

20mm thick premix to sidewalks

Concrete: 25 MPa strength

Brick Paving and Interlocking: To match existing or similar approved by the Employer's Agent. Minimum compressive strength of 25MPa.

The area and volume will be computed from the authorised dimensions measured for each layer after compaction. Payment for finishing will be additional to that for excavation covered by Clause 8.3.2.

The tendered rate shall cover the cost involved as specified in Clause 8.3.6.1.

It will also cover the cost of cutting back of existing layers to provide stepped joints.

PSDB 8.3.7 NONO-POTABLE WATER PIPE MARKING

Installation of 100mm wide purple tape 100 mm above the crown of the pipe

Unit:: m

PSDM EARTHWORKS (ROAD, SUBGRADE)

PSDM 2.3 DEFINITIONS

PSDM 2.3.1 Sand

Sand is defined as non-plastic material that conforms to the following grading analysis:

% passing	4,750 mm sieve	95% min
	0,425 mm sieve	50% min
	0,075 mm sieve	10% max

and having a maximum swell of 1.5% at 100% Modified AASHTO density.

PSDM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSDM 3.2.3 Selected Layer

The upper selected layer shall consist of a material which complies with the requirements of a G7 material as described in Table 3B in SANS 1200 M.

The lower selected layer shall consist of a material which complies with the requirements of a G9 material.

PSDM 5 CONSTRUCTION

PSDM 5.1 Precautions

PSDM 5.1.1 Dust Nuisance

The Contractor's attention is drawn to Clause 5.1.4.1 of specification SANS 1200 D. During construction, the Contractor is to make every effort to prevent sand and dust blowing from the Site, including haul roads and stockpiles, onto the adjacent roads or properties.

PSDM 5.2 Methods and Procedures

PSDM 5.2.4.2 Placing and Compaction

All fill materials shall be compacted in layers less than 300 mm thick unless approved by the Employer's Agent. The degree of compaction shall be as follows:

- (a) Sand: 100% of Modified AASHTO density
- (b) all other fill materials: 93% of Modified AASHTO density

The Contractor shall so organise his work that excavated material is placed directly and no additional payment shall be made for stockpiling unless instructed by the Employer's Agent in writing.

PSDM 5.2.5 Selected Layer

The upper selected layer shall be compacted to 95% of Mod. AASHTO maximum density in the case of a non-sand material. Non-sand middle and lower selected layers shall be compacted to 93% and 90% of Mod. AASHTO maximum density respectively.

All sand selected layers shall be compacted to 100% of Mod. AASHTO maximum density.

PSDM 5.2.8 Transport

The whole of the site of the works shall be deemed to be within freehaul distance.

Add the following item:

PSDM 5.2.9 Tie in to Existing Pavement Layers

Where the roadworks tie in to the existing roads, the Contractor shall cut each existing layer back to form a stepped joint. Each layer shall be stepped back 150 mm from the underlying layer. No separate payment will be made for this work and will be deemed to be included in PSDB 8.3.6: Finishing (Reinstatement of surfaces).

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.2 Computation of Quantities

Earthworks quantities shall be measured in compacted fill using cross-sections measured after clearing and roadbed compaction. The rates shall include all costs for the various items as scheduled including all survey costs.

PSL MEDIUM PRESSURE PIPELINES

PSL 2 INTERPRETATIONS

PSL 2.4 ABBREVIATIONS

Add the following:
HDPE - High Density Polyethylene
DI - Ductile Iron
BS - British Standards
EN - European Standards
ISO - International Standards"

PSL 3 MATERIALS

PSL 3.1 GENERAL

Substitute the first sentence with the following:
"The water supply pipelines shall have a minimum working pressure as stated in the works package. Plastic pipes shall be either PVC-O complying with the requirements of SANS 16422 or HDPE complying with the requirements of SANS ISO 447.

Steel pipes and fittings shall comply with WS-BW-011

The materials and construction of all pipes, fittings, valves and specials shall comply with the appropriate SABS Specification whether stated or not and shall be approved by the Employer's Agent. Cut pipes shall only be used at pipe junctions to position valves and specials as shown on the drawings, and at connections to structures. When laying the pipes the markings shall be visible from above."

Add the following:

"The Contractor shall provide adequate storage facilities for pipes, couplings and specials to conform to the following:

(a) Couplings and specials

Until required for use the rubber rings shall be stored in a cool dark place, away from grease, oil or harmful chemicals. If rubber rings have been tied they shall be separated a few days before they are required for use in order to eliminate minor impressions which the ties may have caused.

Couplings into which rubber rings have been fitted, ready for use, shall be stored under cover. All couplings and specials shall be stacked off the ground to ensure that the protective coatings are not damaged.

(b) Stacking and transportation of pipes

The transportation and stacking of pipes shall be strictly in accordance with the manufacturer's requirements."

PSL 3.3 CI PIPES, FITTINGS AND SPECIALS

In the second sentence:
Change "AC pipes" to "uPVC and DI pipes".

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.1 PVC-O Pipes

Replace the clause with the following:

"PVC-O pipes shall comply with SANS 16422 and be Class 12,16 or 20, unless otherwise specified on the drawings, and shall be produced in a factory of a registered member of the South African Plastic Pipe Manufacturers Association (SAPPMA). The PVC-O pipe manufacturer shall be ISO 9001:2000 accredited and shall be a certified markholder of SANS 16422 and must be in possession of a permit to apply the SANS certification mark."

PSL 3.9.6 Corrosive Soil

Substitute the clause with the following:

All underground connections of valves, steel or cast iron fittings shall be treated with an approved priming solution, packed with an approved mastic, and wrapped with an approved petrolatum tape with finishing layer by means of cling wrapping.

PSL 3.10 VALVES

Add the following:

In Line Butterfly Valves shall comply with W&S-BW-01 Standard Specification for Double Flanged Butterfly Valves for Inline use on Trunk Mains.

All valves shall be left hand closing

PSL 4 PLANT

PSL 4.3 TESTING

Add the following:

The Contractor must ensure that the test equipment is calibrated every six months, with proof of certificate and remain in good working order.

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.1 General

Add the following to the first paragraph:

Pipes and specials shall be lifted only by means of broad band slings at points such that for steel pipes the lining is not stressed.

Replace the last paragraph with the following:

Control of laying and bedding shall be by means of an acceptable laser beam instrument.

Add the following item:

PSL 5.1.5 Connection to Existing Pipelines

Where connections to existing pipelines are required, the Contractor shall excavate well in advance of work being undertaken to expose the connection point to verify that the assumed fittings are available on site and that the connection as proposed can be made. It should be noted that it may be necessary to expose a full pipe length to verify the size and class of pipe in the ground or to locate an existing fitting or Joint.

The following will apply:

1. All connections to existing pipes shall be done by the Bulk Water Branch assisted by the Contractor where required.
2. Connections will take place after the testing of the new pipeline(s) has/ have been completed.

PSL 5.10 DISINFECTION OF POTABLE WATER PIPELINES

The disinfection of the potable water pipelines shall be carried out by the Contractor and certified by the Employer's Agent.

PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

Selected granular material shall be of a granular, non-plastic nature and shall conform to the following grading:

% passing	4,750 mm sieve	95% min
	0,425 mm sieve	50% min
	0,075 mm sieve	10% max

and shall have a compactibility factor (as determined by the test given in Section LB, Part 3 of SANS 0120) not exceeding 0,4.

PSLB 3.3 CLASS OF BEDDING

Watermains, stormwater and sewer pipes shall all be laid on Class B bedding, unless otherwise shown on the Drawings, or instructed by the Employer's Agent.

PSLB 3.4 SELECTION

Suitable selected bedding material will be available from the trench excavations along the route. Should additional selected granular material be required, it shall be obtained from other excavations on the site, or imported from commercial source.

PSLB 3.4.1 Contractor to Excavate Selectively for Bedding Materials

Notwithstanding the requirements of Subclause 3.7 of SANS 1200 DB and Subclause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating and shall provide and use plant that will enable him to avoid burying or contaminating material that is suitable and is required for bedding.

PSLB 5 CONSTRUCTION

PSLB 5.1.4 Compacting

The degree of compaction of the bedding shall be 100% of Modified AASHTO in sand and not less than 93% in the case of non-sand materials.

PSLB 8 MEASUREMENT AND PAYMENT (Clause 8)

PSLB 8.1 SCHEDULED ITEMS

PSLB 8.2.1 Provision of bedding and selected fill material from trench excavations

- | | |
|-------------------------------|----------------------|
| a) Selected granular material | Unit: m ³ |
| b) Selected fill material | Unit: m ³ |

PSLB 8.2.2 Supply only of bedding material by importation

PSLB 8.2.2.3 From commercial sources (Provisional)

- | | |
|-------------------------------|----------------------|
| a) Selected granular material | Unit: m ³ |
| b) Selected fill material | Unit: m ³ |

Add the following item:

- | | |
|---------------|----------------------|
| c) 19mm stone | Unit: m ³ |
|---------------|----------------------|

Where the use of a crushed stone bedding layer in the trench bottom has been authorised by the Employer's Agent, it will be measured by the volume calculated according to the length multiplied by the minimum base width and specified thickness.

The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the the crushed stone layer in order to produce a stable platform for the pipes.

Add the following item:

PSLB 8.2.6 Geotextile / Geomembrane wrapped around 19mm stone bedding with 300mm overlay

- | | |
|------------------------|----------------------|
| A2 or similar approved | Unit: m ² |
|------------------------|----------------------|

The item will be measured in place after installation. The tendered rate shall include full compensation for procuring, supplying, cutting, overlapping, jointing, placing and protecting the Geotextile / Geomembrane as specified as well as for wastage.

PSLC CABLE DUCTS

LC 3 MATERIALS

PS LC 3.1 DUCTS

Add the following to LC 3.1:

50mm HDPE PE 80 PN 5 pipes (dia 110 mm or 160 mm) shall be used as ducts

PS LC 3.2 BEDDING

Substitute LC 3.2 with the following:

The provisions of SABS 1200 LB : Bedding (Pipes) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of SABS 1200 LB.

PS LC 3.3 BACKFILL

Substitute LC 3.3 with the following:

The provisions of SABS 1200 DB : Earthworks (Pipe Trenches) and the relevant project specification shall apply mutatis mutandis and payment shall be made under the appropriate payment clauses of SABS 1200 DB.

PS LC 3.4 CABLE DUCT MARKERS

Add the following to LC 3.4:

Cable duct markers shall be provided as specified in PS LC 5.10.

LC 5 CONSTRUCTION

LC 5.1 EXCAVATION OF TRENCHES

PS LC 5.1.1 Trench Widths And Depths

Add the following to LC 5.1.1:

Trench widths shall be in accordance with the provisions of SABS 1200 DB : Earthworks (Pipe Trenches).

The minimum depth of cover over ducts shall be 600 mm from the final road level.

PS LC 5.1.3 Excavation Of Trenches At Road Crossings

The minimum depth of cover over ducts shall be 300 mm where construction traffic is liable to cross them. Road crossings shall therefore be constructed after the construction of the roadworks has reached the stage where the required cover is available.

PS LC 5.2 BEDDING AND COMPACTION OF BEDDING

Substitute LC 5.2.1 and LC 5.2.2 with the following:

All ducts shall be laid on a Class C bedding according to the provisions of SABS 1200 LB : Bedding (Pipes). Backfilling shall be according to the provisions of SABS 1200 DB : Earthworks (Pipe Trenches).

PS LC 5.4	<p>BACKFILLING AND COMPACTION</p> <p>Add the following to LC 5.4: Road crossings shall be backfilled with sand from designated borrow pits, the site or commercial sources, whichever is applicable, up to underneath the subbase, and compacted to a minimum of 100 % of MAASHTO density.</p>
PS LC 5.8	<p>ROAD CROSSINGS</p> <p>Substitute "0,5 m" in the last sentence of LC 5.8 with "1,0 m" and add the following:</p> <p>Ducts for road crossings shall be effectively sealed by means of end caps.</p>
PS LC 5.10	<p>POSITION TO BE MARKED</p> <p>Add the following to LC 5.10:</p> <p>The lettering height shall be at least 70 mm.</p> <p>The positions of ducts shall be marked by means of incisions on top of the kerb. The dimensions of such incisions shall be at least 40 mm long, 3 mm wide and 5 mm deep and the spacing, where more than one incision is required, shall be 20 mm. Ducts for Telkom crossings and electrical crossings shall be marked with green and red painted incisions respectively.</p> <p>The draw wire, as specified in LC 5.3.3, shall be secured to a 150 x 150 x 150 mm grade 20 MPa/19 mm concrete marker, which shall be installed with a depth of cover of 50-100 mm below the final level.</p>
PS LC 5.12	<p>DRAW AND JOINT BOXES FOR CABLE DUCTS</p> <p>Draw and joint boxes shall be constructed strictly in accordance with the positions and details given on the plans.</p>
LC 7	TESTING
PS LC 7.2	<p>COMPACTION TESTS</p> <p>Substitute LC 7.2 with the following:</p> <p>The Contractor shall, for at least one out of every five road crossings, submit density tests to the Engineer at his own expenses. The decision as to which road crossing densities shall be tested, rests with the Engineer. The Contractor shall, if such densities fail to meet the minimum requirements, prove at his expense that all the other densities do comply with the specified minimum requirements.</p>
LC 8	MEASUREMENT AND PAYMENT
LC 8.2	SCHEDULED ITEMS
PS LC 8.2.8	<p>Route Markers Unit : No</p> <p>Substitute LC 8.2.8 with the following:</p> <p>The rate shall also cover the cost of the end cap and the incisions, concrete marker and draw wire, as specified in PS LC 5.10.</p>

PSMK KERBING AND CHANNELLING

PSMK 3 MATERIAL

PSMK 3.2.2 Nominal Lengths of Precast Units

Units laid to a radius of 1,0 m or greater shall be precast and shall have the following nominal lengths:

Radius in Plan	Nominal Length
1,0 m to 20,0 m	0,3 m
Greater than 20 m and straight	1,0 m

PSMK 3.3 Cast-In-Situ Concrete

Cast-in-situ concrete for curves less than 1 m and for transitions shall be 25 MPa / 19 mm.

PSMK 3.9 Bedding Material

Replace Subclause 3.9 with the following:

Bedding and backing for precast kerbs and channels shall be 15MPa / 13 mm concrete to SANS 1200 GA, to the dimensions indicated on the Drawings.

PSMK 5 CONSTRUCTION

PSMK 5.13 Re-use of salvaged kerbs, channeling and edging

Where instructed by the Employer's Agent, the Contractor shall make re-use of salvaged kerbs, channeling and edgings.

PSMK 5.14 Expansion Joints in Kerbs and Channels

Provision shall be made in kerbs and channels for expansion joints of width at least 12 mm at intervals not exceeding 20 m. The concrete surfaces shall be primed and the joints filled with an approved sealant. Sealant for expansion joints in kerbing shall comply with the relevant requirements of SANS 110. Sealant for expansion joints in channels shall comply with the relevant requirements of BS 2499.

PSMM ANCILLARY ROADWORKS

PSMM 8 MEASUREMENT AND PAYMENT

PSMM 8.4 SCHEDULED ITEMS FOR ROAD MARKINGS

Add the following to MH 8.4.1:

PSMM 8.4.1 Non-reflectorised Paint Applied At Nominal Rate Of 0,42 l /m²

Unit: km or m²

Markings for parking bays shall be measured and paid for as "characters and symbols". No additional measurement and payment shall be made for "(e) Traffic island markings" and payment shall be made under the appropriate rates of payment item MM 8.4.1.

Add the following to MM 8.4.4:

PSMM 8.4.4 Setting Out And Premarking

Unit: km, Sum or No

No additional payment shall be made for the premarking and/or dotting of lines or special markings and all relevant costs are deemed as covered by the tendered rates for MM 8.4.1.

PSLG PIPE JACKING

PSLG 5 GENERAL

PSLG 5.1 Authority to Jack under Facilities Contrilled by Third Parties: The Contractor will be responsible for obtaining permission to jack under any structure and or surface controlled by a third party.

PSLG 5.2 SAFETY CONTROL REQUIREMENTS

PSLG 5.2.3 RECORDING OF MOVEMENTS

The contractor shall keep record of the line and level of the pipe jack and supply them to the Employers Agent.

3.4.2.2 PARTICULAR SPECIFICATIONS

CONTENTS

- **PS-TG HORIZONTAL DRILLING**
- **ACCOMMODATION OF TRAFFIC SPECIFICATIONS**
- **WS-BW-011 STEEL PIPES FITTINGS AND SPECIALS**
- **WS-BW-01 STANDARD SPECIFICATION FOR DOUBLE FLANGED BUTTERFLY VALVES FOR INLINE USE ON TRUNK MAINS**

PS-TG 1 Scope

Horizontal drilling is a trenchless technique for installing a sleeve or pipeline underneath roads, pavement or other above ground obstructions to prevent damage to the upper surfaces.

PS-TG 2 Materials

The raw material to be used in the manufacture of the HDPE pipe shall be a minimum PE100 SABS ISO 4427 pipe. For water mains, Class PN20 HDPE pipe will be used. The pipe required will be finalised before the commencement of any work.

All pipes used in construction must bear marking indicating compliance with SABS ISO 4427.

Pipes must be supplied in straight lengths and not in coils.

The Contractor shall be responsible for securing construction materials, the cost of which shall be included in the tendered rates. Effective administration measures for taking delivery of material and controlling usage and wastage shall form part of the responsibility of the Contractor, the cost of which shall be included in the rates tendered.

PS-TG 3 Storing and Handling

All HDPE pipes and fittings shall be securely stored in areas to the Employer's Agent approval.

Every precaution shall be taken in the handling of the HDPE pipe and fittings. Scratching of the outer surface may result in the Employer's Agent rejecting them for use in the works. Special precaution must be taken when transporting the HDPE pipe from the site where it is welded to the point where it is to be launched into the existing main. Pipes shall not be dragged along the ground as this will result in scratches on the outer surface of the pipe which could result in the failure of electrofusion fittings welded to the pipe.

PS-TG 4 Plant and Equipment

Plant, equipment and tools to be used by the Contractor in the execution of work shall be of good quality, sound design and modern manufacture. Plant and equipment must be suitable for its required purpose, must be of the proper type to ensure that work is carried out efficiently and to the required standards and must be maintained in a state of efficiency to the satisfaction of the Employer's Agent.

The equipment shall be accurate and be able to operate in varying soil conditions.

The Contractor shall also provide a certificate of calibration for the welding machine to be used. The certificate shall bear the model number of the welding machine, the name and address of the certifying agent, the date of the test and a statement as to the accuracy of the temperature and pressure gauges on the machine in question. A certificate of calibration should be dated no earlier than 30 days prior to the day on which the Contractor is to commence work. The cost of the test must be included in the rates submitted.

Transportation to and from site, maintenance, fuel and lubrication of the plant shall be the responsibility of the Contractor.

The tender price submitted for the work to be executed must include the cost of establishment, furnishing of all materials, plant, plant operations and equipment necessary to do the work during the period of the contract.

PS-TG 5 Construction Method

PS-TG 5.1 Welding of the HDPE pipe

It may be required that the HDPE pipe be welded in a continuous length on site. The HDPE pipes shall be supplied in straight lengths, and not in coils, to avoid the pipe ends from curling and thus hindering the welding process. To reduce the number of welds necessary, pipes should be supplied in the maximum straight lengths available.

The HDPE pipe shall be joined by means of heat fusion using approved butt welding equipment by fully trained operators in accordance with SANS 0268-1 and the pipe manufacturer's specifications. The Contractor shall advise the Employer's Agent of the welding machine and of the welding parameters and tables to be used. Test welds shall be carried out and shall be tested and approved by the Employer's Agent before welding on site can commence.

Once welding of a joint has been completed and allowed to cool then the external bead shall be removed by an approved means to produce a smooth outer diameter necessary to prevent any snagging during the drilling process.. The beads are to be placed in a transparent plastic bag with the joint number marked on the bag for inspection by the Employer's Agent.

Each joint shall be carefully examined to ensure that the welded joint is capable of withstanding the tensile forces exerted on the joint during the drilling process. All joints shall be watertight.

The contractor shall provide a digital thermometer or similar for the accurate measurement of the weld temperatures.

No separate payment shall be made for the welding of pipes and for the removal of internal and external beading.

PS-TG 5.2 Launching and receiving trenches

The spacing of these launching and receiving excavations shall be dictated by the location of manholes, water valves & hydrants, house connections, etc.

The position of each launching and receiving excavations shall be sited so as not to interfere with vehicular and pedestrian access either in the roadway or to properties. Disruption to the normal activities which occur in the area surrounding the works shall be kept to a minimum.

The excavation of the launching and receiving trenches shall be measured as a normal excavation. The rate supplied for excavations shall therefore take this into account.

PS-TG 5.3 Installation of the HDPE pipe

The HDPE pipe shall be continuous through the sections where it may have been cut due to the length required for the process e.g. in the launching and receiving trenches. For water mains, the HDPE pipe must be joined using appropriate electrofusion couplings.

The new mains must be connected to the existing reticulation if not being used as a sleeve. **The Contractor must submit details of how he intends to connect into the existing mains, at works project stage.**

The finished pipeline shall be free from defects such as foreign inclusions or pinholes. The pipeline shall be totally watertight and free of any leakage into or from the pipe.

Any latent defects which will affect the integrity and strength if the new pipeline shall be repaired at the Contractor's expense in a manner to be mutually agreed to by the Employer's Agent and the Contractor.

The Contractor shall advise the Employer's Agent timeously of the installation of the HDPE pipe so that his representative can be present during the process.

PS-TG 6 Testing

PS-TG 6.1 Water Mains

All new water infrastructure, including new laterals must be pressure tested according to the specified testing pressure as per SANS 1200 L

After a section of water main has been completed, the Contractor shall pressurise the water main to allow for all fittings to be inspected for leaks or defective workmanship by the Employer's Agent. For this purpose all couplings, bends, saddles, house leadings, valves and hydrants shall remain open until the main is pressurised for inspection by the Employer's Agent.

The above test procedure will be measured per test carried out, and the unit rate tendered for each test shall include the supply of water, materials, plant, labour and equipment required to undertake the required testing.

The Contractor shall make allowance in his rates for the supply of any equipment necessary to allow for the air testing of the continuously welded HDPE prior to installation, as well as for the inspection of pressurised water mains once it has installed.

PS-TG 7 Flushing (Sterilize) New Pipes

After all new installations the Contractor will be responsible for disinfection of the newly installed pipelines. This will be done in accordance with the specifications described in SANS 1200 L subclause 5.10.

PS-TG 8 MEASUREMENT AND PAYMENT

PS-TG 8.1 Supply of pipes for horizontal directional drilling

Unit:m

The rate tendered must include full compensation for all costs involved in supplying the pipe to the site of works.

PS-TG 8.2 Horizontal directional drilling of pipes

Unit:m

The rate tendered must include full compensation for all costs of drilling the pipe, installing the new pipe, launch/retrieval pits, testing, safety measures, all supervision, labour, materials, transport, equipment and incidentals required.

ACCOMMODATION OF TRAFFIC SPECIFICATIONS

This part of the Works Specifications contains specifications for Accommodation of Traffic not covered by the Standard Specifications.

The number of each clause and each payment item in this part of the Works Specification is prefixed with an E to differentiate these clauses and items.

The following specifications are covered under this part of the Works Specifications:

AMENDMENTS TO COLTA SECTION 1500: ACCOMMODATION OF TRAFFIC

SECTION E1500 : ACCOMMODATION OF TRAFFIC

E 1502 GENERAL REQUIREMENTS

(a) Safety

The following shall be added to Clause 1502(a) of the Specifications:

All construction workers shall wear high visibility safety clothing when working alongside public traffic. The safety jackets shall be of an approved Level 2 type, bright/fluorescent orange, red-orange or yellow in colour with retro-reflective strips as indicated in Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM). When work is carried out between the hours of sunset and sunrise, the Level 2 safety jackets shall be replaced by level 3 jackets.

(i) Traffic safety officer

Add the following to sub-subclause (iii):

Should a Traffic Safety Officer be required for the "Works Project", the officer shall patrol and inspect the reference and location of each temporary traffic-control facility on the whole site of works twice each day, to record all irregularities discovered and the remedial action taken, and to sign off as correct for submission to the Employer's Agent on the date / reference / location record sheets. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall submit to the Employer's Agent by 10h00 each morning, a record of all matters pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, stop/go and traffic signal control staff employed.

Add the following:

The Contractor shall provide the traffic safety officer with the necessary resources, inter alia a light delivery vehicle (LDV), a cellular telephone, warning signs and rotating amber flashing warning lights and at least two (2) personnel. The LDV shall be equipped with high visibility front and rear panels. The legend CONTRACTOR'S TRAFFIC CONTROL in visible fluorescent and/or retro-reflective materials of letter height of at least 175 mm shall be displayed prominently on front and rear sign panels on the LDV. The LDV shall be equipped with a rotating amber flashing warning light with a minimum intensity of 100W. The warning light shall be switched on at all times and the front and rear sign panels shall be displayed when the LDV is used on the site. The traffic safety officer, his vehicle, equipment and personnel shall also be available 24 hours per day on all non-working days/hours.

During non-working days or periods, the Contractor's traffic safety officer will be required to patrol and ensure that all temporary traffic-control facilities are in place and functional. The accommodation of traffic team will be required to be on standby.

The provision for the traffic safety officer, his vehicle, equipment, the cost of his cellular telephone and personnel resources shall be deemed to be included in the rate tendered for Item E15.15.

Add the following new subclauses to Clause 1502:

(j) Traffic diversions

Add the following:

The Contractor's attention is drawn to the heavy volume and speed of traffic carried on the affected roads and shall make due allowance therefor in his construction programme.

Traffic accommodation shall be carried out in strict accordance with the requirements of the South African Road Traffic Signs Manual (SARTSM) – Volume 2 – Chapter 13: Roadworks Signing (June 1999). The method of accommodating traffic shall be in accordance with the layouts of the traffic control facilities for the traffic diversions on the respective roads as shown in the South African Road Traffic Signs Manual (SARTSM) - Volume 2 Chapter 13, on the drawings or as directed by the Employer's Agent.

The Contractor shall submit a drawing showing details concerning each traffic diversion to the Employer's Agent for approval at least 7 days prior to the scheduled commissioning of such diversions to allow him sufficient time to inform and obtain the approval of the traffic officials of the relevant authorities concerned for such diversions.

(k) Parking of construction vehicles and plant

Where there is no working space off the road, construction vehicles may be parked on the shoulder only during working hours in which case flagmen and traffic cones shall be utilised to warn public traffic of the hazard. During non-working hours all obstructions to traffic shall be removed from the road.

The parking of construction plant within the road reserve outside working hours will be permitted. The minimum clearance between the parked vehicles / plant and the edge of any carriageway shoulder shall be 5 metres.

(l) Staging of construction

The work in this Contract may necessitate traffic having to be deviated onto a reduced -width carriageway and channelled into traffic lanes routed past / through the construction work areas.

Traffic shall be accommodated on the existing surfaced carriageway and shoulders. Temporary deviations are required at certain on-ramps under this contract. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time and accommodating the traffic on the other lane(s), or in the case of the two-lane carriageway sections, partly onto the temporary-surfaced shoulder.

Temporary closure or occupation of traffic lanes will only be permitted as specified and the Contractor shall ensure that all traffic control facilities no longer applicable to the situation are removed or effectively covered.

Amber flashing warning lights shall be placed on traffic lane deviations at night and when instructed by the Employer's Agent to warn motorists of lane closures and occupation of lanes for work operation areas.

It is a condition of this contract that the Contractor shall programme and arrange for adequate accommodation of traffic within the following operational limitations:

- (i) Individual work areas shall be clearly demarcated with traffic signs and delineators / cones as specified. No individual working area shall exceed 1 000 metres in length.
- (ii) Only one lane per carriageway may be closed to traffic at a time. A lane may be closed to traffic on two-lane carriageway sections with permission of the Employer's Agent. All lanes must be open to traffic at the following times:
 - AM Peak: Monday to Friday inclusive: 06:00 to 09:00.
 - PM Peak: Monday to Friday inclusive: 16:00 to 18:30.There are no lane closure time restrictions over weekends.
- (iii) Closure of a single traffic lane or partial lane will only be permitted during non-peak time periods. A minimum trafficable width of 2 x 3,0 m lanes on 2 and 3 traffic lane carriageways and 1 x 3,2 m on the ramps shall be maintained.

- (iv) Crossing of the median of dual carriageway roads by Contractor's plant or vehicles shall not be permitted.
- (v) Signage which does not apply during construction shall be removed or effectively covered.
- (vi) Signage erected for traffic accommodation purposes which is not applicable (e.g. speed limits at weekends etc) shall be effectively covered.
- (vii) Signs traffic accommodation devices for closures shall always be placed furthest away from the work area first and then by working inwards in the direction of traffic.
- (viii) On completion of the work remove delineators/cones/signs by starting at the work area and work outwards against the flow of traffic.
- (ix) Before re-opening a lane to traffic after milling/surfacing operations, temporary road marking as specified shall be applied.

Any costs related to these construction limitations and restrictions will be deemed to be covered in scheduled rates.

Whenever possible, the Contractor shall ensure that the full road width or carriageway shall be open at night and all signs no longer applicable to the situation removed or effectively covered. If the road or carriageway is not in a safe trafficable condition over the full width at the end of each day's work, the Contractor shall provide adequate flagmen, signs, barriers, lights and necessary personnel / staff to ensure a reasonable free flow of traffic on the specified traffic lanes throughout the night and the whole period that the roadway is open to traffic.

(m) Failure to Comply with the Provisions for the Accommodation of Traffic

Failure or refusal on the part of the Contractor to take the necessary steps to ensure the safety and convenience of the public traffic, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer's Agent, shall be sufficient cause for the Employer's Agent to deduct penalties as follows:

A fixed penalty of R500,00 per occurrence shall be deducted for each and every occurrence of noncompliance with any of the requirements of Section 1500 of C3.4 Construction: Accommodation of Traffic Specifications.

In addition a time-related penalty of R500,00 per day or part thereof over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Employer's Agent. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The failure of or refusal by the Contractor to construct and/or maintain diversions, barricades, traffic signs or road markings at the proper time, or to take the necessary precautions for the safety and convenience of public traffic as specified or instructed by the Employer's Agent, shall be sufficient cause to suspend the Works until the required construction or maintenance has been completed to the satisfaction of the Employer's Agent.

E 1503 TEMPORARY TRAFFIC CONTROL FACILITIES

Add the following:

The layouts expected to be most commonly used in the contract are shown on the drawings of the South African Road Traffic Signs Manual (SARTSM) Volume 2 Chapter 13: Roadworks Signing (June 1999). The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employer's Agent where deemed necessary to accommodate local site geometry and traffic conditions.

(a) Traffic-control devices

The following shall be added to Clause 1503(a) of the Specifications:

Flagmen shall be provided at all access and exit points to the working areas alongside public traffic. Flagmen equipped with high visibility safety jackets, red flags, STOP/GO-RY signs and two-way radios shall be stationed at each end of the road section to ensure an orderly flow of traffic past the work area. All signals must be clear and the flagmen shall be intelligent and responsible personnel. In areas of high traffic density, the assistance of the relevant traffic authorities officials shall be solicited.

(b) Road signs and barricades

Add the following:

All temporary barricades and delineators shall be mounted on portable supports to facilitate their moving. Only sandbags will be permitted for the ballasting of the supports. The sandbags shall consist of durable material and have adequate mass to prevent signs from being blown over by the wind. Sandbags shall be placed as ballast on the supports in front of and behind the sign so as not to obstruct the traffic path past the sign. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

All temporary road traffic signs shall, where possible, be mounted on poles planted outside the surfaced shoulders.

(c) Channelisation devices and barricades

Add the following:

Traffic channelisation shall be carried out by means of plastic type delineators (Sign TW401 / TW402) in accordance with SANS 1555. The sign face shall be 200 mm x 800 mm in size and shall be mounted on suitable non-metal bases. Each base shall be suitably ballasted with sandbags.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only for roadmarking operations and other short-term lane deviations during daylight. Cones used on deviations shall be 750 mm high on the freeways and 450 mm high on other roads with suitable heavy bases to prevent the cones from being blown over by wind or turbulence from moving traffic.

Lane closures or traffic diversions that continue into nighttime shall be demarcated by delineators.

Traffic cones and delineators shall be placed at maximum intervals of 10 m on tapers and 20 m on straights unless otherwise authorised by the Employer's Agent.

(e) Warning devices

Add the following after the first paragraph:

At night and when directed by the Employer's Agent, amber flashing warning lights shall be placed at strategic places such as barricades, obstructions, etc. The warning lights shall be "Vama SA" amber flashing lights or a similar approved type.

All vehicles and items of mobile plant working on the Site shall be supplied with warning boards and rotating amber flashing lights of robust construction as described in Section 3.1.4 of Part 3 of the South African Road Traffic Signs Manual. The amber lens shall have a minimum height of 200 mm and the beacons shall be of the revolving parabolic reflector mountable type for all construction vehicles and clearly visible to approaching traffic from all directions.

The Contractor shall supply and maintain similar rotating amber flashing lights with a magnetic base, flexible cable and connection suitable for insertion into a standard 12V automobile cigarette lighter socket for the Employer's Agent and his staff.

Rotating amber flashing lights on the Contractor's plant and vehicles shall not be paid for separately but shall be included in the rates covering the use of such plant and vehicles.

The provision and maintenance of rotating amber flashing lights for the use of the Employer's Agent and his staff shall be paid under Item E15.14.

Add the following new subclauses:

(h) Maintenance

All temporary traffic control facilities shall be kept clean and maintained in good order at all times. If the coefficient of retro-reflection of any of the Contractor's signs falls below 80% of the value given in Table 1 of CKS 191 - 1987 (observation angle 0,33 , entrance angle 5,0) for the grade and colour of the material used, the sign shall be considered defective and shall either be rectified or removed and replaced.

(i) Sufficiency

The Contractor shall determine from his proposed programme, the number of sets of temporary signposts required and shall not commence erecting the signs before all the signs have been delivered to the site.

The Contractor shall replace damaged or missing items within a period of two (2) hours of the deficiency being discovered.

The Contractor shall allow for the replacement of at least five (5) percent of the traffic-control facilities scheduled in his tendered rates. If the tenderer envisages a greater or lesser percentage replacement, this must be stated in his covering letter and a revised schedule of barricades, signs and delineators shall be submitted as an alternative tender with his tender. This percentage replacement is only for traffic-control facilities damaged by the public traffic and/or if their ineffectual performance is beyond the Contractor's control and not the result of his actions or omissions.

E1505 TEMPORARY DRAINAGE WORKS

Add the following:

Within any individual working area, the Contractor shall make adequate provision for drainage where water can pond or be contained against a difference in depth of roadway. No separate payment will be made for the provision and use of standby pumps and dewatering equipment or cutting of drainage slot and/or channels to effectively drain the roadway surface."

The Employer's Agent may instruct the Contractor to carry out additional drainage work in the interest of safety of the travelling public. The Contractor shall make due allowance for all such drainage in the tendered rates.

E 1517 MEASUREMENT AND PAYMENT

Item 15.01 Accommodating traffic and maintaining temporary deviations

Delete Item 15.01 and replace with the following:

Item	Unit
------	------

E 15.01 Accommodation of traffic and maintaining temporary deviations

- | | | |
|-----|---|----------------|
| (a) | Traffic accommodated - Short Term works | (kilometer) km |
| (b) | Urban Streets – Two-way lane closure | km |
| (c) | Urban Streets – One-way traffic accommodated | km |
| (d) | Urban Streets – Lane closure in and beyond junction | km |

Delete the first sentence of the first paragraph and replace with:

"The unit of measurement shall be the kilometre, measured once along the centre-line of the road carriageway, of temporary deviations, existing roads used as temporary deviations and roads constructed, rehabilitated and/or resurfaced in half-widths. The kilometre length shall include the roadway along which traffic delineators / cones are placed for traffic accommodation (includes the transition area, the buffer zone, work area and termination area, but excludes the advance warning area). In the case of a dual carriageway, each separate road carriageway shall be measured."

Delete the second paragraph and replace with the following:

The tendered rate shall include full compensation for accommodating traffic during the different specific construction operation(s) or work phases included in the contract. The tendered rate shall also include full compensation for the provision of communications equipment required for regulating the traffic, arranging for the moving of services and facilities, solving traffic problems, complying with the legal requirements of all authorities concerned, for providing temporary access to private property, and for the provision and maintenance of temporary drainage.

The tendered rates sum shall include full compensation for the relocation of traffic-control facilities including dismantling, storing if necessary, transporting, re-erecting and inspecting the traffic-control facilities, and for all labour, equipment, constructional plant and incidentals as specified or shown on the drawings.

The tendered rate shall also include full compensation for the specified general requirements and all incidental items of cost which are required under the provisions of Section 1500 and are not specifically paid for under the other pay items provided in Section 1500.

The rate shall also include for the sign stand, for the provision of two sand bags per delineator to hold it in position and for their replacement when necessary.

The tendered rate shall also include full compensation for the provision of a full-time traffic safety officer and for all the duties performed by him.

3.4.3 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.4 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.5 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.6 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

WS-BW-11 :STANDARD SPECIFICATION FOR STEEL PIPE, FITTINGS AND SPECIALS

1 SCOPE

This specification covers the manufacture, supply, delivery and offloading of straight-butt seam or spiral butt seam electrically welded pipe, fittings and specials intended for the conveyance of water in accordance with SANS 719 and the following variations and additional requirements.

This specification must be read in conjunction with the Project Specification if applicable, which deals with specific requirements of the project for which the pipes, fittings and specials are intended.

2 NORMATIVE REFERENCES

These normative references are cited at the appropriate places in the text and the publications are listed below.

SANS 564	–	Rubber insertion sheeting
SANS 719	–	Electric welded low carbon steel pipes for aqueous fluids (large bore)
SANS 1090	-	Aggregates from natural sources — Fine aggregates for plaster and mortar
SANS 14713	-	Protection against Corrosion of iron and steel structures – Zinc and Aluminium Coatings - Guideline
SANS 50197-1	-	Composition, specifications and conformity criteria for common cements
BS EN 10224	-	Steel pipes and specials for water and sewerage
American Water Works Association Manual M11	-	Steel pipe - a guide for design and installation
API 5L	-	American Petroleum Institute Specification for Line Pipe

3 DEFINITIONS

For the purpose of this standard, the following definitions shall apply:

Employers Agent shall mean the Executive Director: Water and Sanitation or his/her authorised representative.

Approval shall mean approval in writing by the Employers Agent

Fittings shall mean bends, tees and collars

Specials shall mean any manipulated or fabricated pipe not being a fitting

4 REQUIREMENTS

4.1 PIPE

4.1.1 MATERIAL

The steel grade shall be grade C in accordance with SANS 719.

4.1.2 DIMENSIONS

Length

Each pipe shall have the length stated in the Schedule, but shall not be longer than 12.0 m and shall not vary from the specified length by more than 10 mm.

Diameter

The pipes shall be manufactured in the nominal sizes and with the outside diameters as shown in Table A.

Contract

268

C3.4

Part C3: Scope of Work

Construction

Reference No. 107Q/2021/22

Unless otherwise agreed, the tolerance on the outside diameter using a diameter tape shall be as follows:

- 230 mm diameter and smaller +1.6 mm – 0.4 mm
- greater than 230 mm nominal diameter +2.4 mm – 0.8 mm

Out of roundness

Except where more restrictive tolerances apply, the difference between the maximum and minimum values of the outside diameter measured across the plane at right angles to the axis shall not exceed 0.5 % of the relevant outside diameter shown in Table A.

Straightness

The pipe walls shall be parallel to the axis within 5 mm for each 3 m length.

Pipe wall thickness

The pipe wall thickness shall not be less than the minimum shown in Table A unless approved or stated otherwise in the schedule.

Pipe ends

Pipe ends shall be clean cut, free from burrs and acceptably square to the axis of the pipe. They shall be plain or prepared in accordance with SANS 719 for field welding as stated in the schedule or specification. The outside of the pipe shall be free of indentations, projections or roll marks for a distance of 250 mm from each end. Longitudinal or spiral welds on the outside of the plain end shall be ground flush to plate or steel surface.

4.1.3 FABRICATION

Forming

Pipes shall have been fabricated from plates or strip formed, rolled or pressed to a cylindrical form and joined by one or more longitudinal seams (with or without circumferential seams), or from strip formed or rolled to cylindrical form and joined by a helical seam. Circumferential joints shall be at least 1.5m apart and the longitudinal welds of mated sections shall be at least 30° apart.

Welding

All welds shall comply with the requirements for Electric Fusion welding in SANS 719.

4.1.4 Rectification of defects

Welded seams and surface defects that have been repaired by welding shall be permitted in the parent metal, provided the welds comply with the requirements of 4.1.3.2.

4.1.5 Resistance to hydrostatic pressure

When tested in accordance to 5.1.1, pipes shall be capable of withstanding without leaking or bursting, the hydraulic test pressure stated in the contract document.

4.2 FITTINGS AND SPECIALS

4.2.1 General

All fittings and specials shall have the dimensions in accordance with the requirements of BS EN 10224, except as hereinafter specified and shall have the same outside diameter as the corresponding pipes. All fittings and specials shall be manufactured from the same grade of steel as specified in the schedule or specification for the pipes.

4.2.2 Bends

Bends shall be cut, bevelled and welded from straight lengths of pipe which have been hydraulically tested in accordance with 5.1.1.

4.2.3 Reducers

Reducers shall have a diametrical reduction of 50 mm per 300 mm of length of the taper portion and shall have plain ends 300 mm long on either end of the taper section, unless otherwise specified in the schedule. Where specified in the Schedule, the reducer shall have an anchor ring at the midpoint of the taper.

4.2.4 Tees and crosses

All branches shall be flanged unless otherwise specified in the Schedule. The distance from the centre line of the main barrel to the mating face of the flange of the branch shall be:

For branch Diameter greater than 305 mm but less than 500mm

$$0.5 \times (\text{outside diameter of main barrel}) + 500 \text{ mm}$$

For branch Diameter Greater than or equal to 500mm

$$0.5 \times (\text{outside diameter of main barrel}) + 1\,000$$

All tees and crosses shall be reinforced in accordance with AWWA Manual M11

4.2.5 Scour Tees

Scour tees shall comply with the requirements stated in Clause 4.2.4 except that the branches shall be tangential to the main barrel.

4.3 JOINTS

4.3.1 Flanges

Flanges shall be drilled for and have dimensions for either imperial use or metric use, as stated in the Schedule and/or Project Specification and in accordance with the following tables:

Imperial:

- Table B attached hereto for working pressures up to 1.2 MPa
- Table C attached hereto for working pressures greater than 1.2 MPa, up to 2.5 MPa

Metric

- SANS 1123 Table 1000 for working pressure up to 1.0 MPa
- SANS 1123 Table 1600 for working pressures greater than 1.0 MPa, up to 1.6 MPa
- SANS 1123 Table 2500 or EN1092 for pressures greater than 1.6 MPa

Jointing material shall comply with SANS 564

4.3.2 Welding collars

Where required in the Schedule, welding collars shall be supplied in accordance with Table D of this specification.

4.3.3 Sleeve joints

Where required in the Schedule, sleeved joints for internal or external field welding shall permit an angular set of 0.5° between adjacent pipes without impairing the efficiency of the joint. The sleeve shall be accurately formed in accordance with Table C so as to obtain a sliding fit. The maximum clearance over the pipe shall be 4 mm and the minimum clearance 2 mm.

4.4 CEMENT MORTAR LINING AND SHEATHING

4.4.1 General

All pipes fittings and specials shall be protected by means of a cement mortar lining and sheath. These shall extend over the full effective length of each pipe, fitting or special except for those with plain or spigot ends where the sheathing shall cease 300 mm from the plain or spigot end.

4.4.2 Preparation

All pipes, fittings and specials shall be cleaned both inside and outside of all loose rust, loose mill scale, paint, grease, oil or other foreign matter, including solidified welding material outside of the weld proper.

Cleaning shall be carried out immediately prior to the coating being applied. No cleaned surface shall be left exposed for a period of more than two hours before coating is carried out. Every precaution shall be taken to prevent the cleaned surface from becoming moist or wet. Should this occur, such surfaces shall be thoroughly dried and re-cleaned.

4.4.3 Cement mortar lining

The cement mortar shall be composed of Portland cement in accordance with SANS 50197-1 CEM 1, sand in accordance with SANS 1090 and water well mixed and of proper consistency to obtain a dense homogeneous lining that will adhere firmly to the pipe surface. The aggregate cement ratio shall not exceed 1.5:1 and the water content shall be the minimum consistent with workability and the process used.

4.4.3.1 Thickness

All pipes, fittings and specials shall have a cement mortar lining which shall have a thickness in accordance with the following table:

NOMINAL DIAMETER OF PIPE, FITTING OR SPECIAL	THICKNESS OF LINING mm	TOLERANCE mm	MINIMUM BORE mm
100	5	+3 -0	85
150	5	+3 -0	135
230	6	+3 -0	205
305	7	+3 -0	285
306 – 610	10	+4 -0	
611 – 1 220	15	+5 -0	
Greater than 1220	20	+6 -0	

Pipes up to 305 mm nominal diameter shall allow a sphere (with the minimum bore diameter) to roll through under gravity and without hindrance to ensure the minimum bore of the pipe.

4.4.3.2 Method of application

The lining shall be applied to the pipes, straight fittings and specials by spinning or other approved methods, and to fitting and specials whose shapes preclude this method by hand-plastering or other approved process. All water and laitance expelled during the lining operation shall be removed in such a manner that the surface of the lining shall be smooth, straight and true.

At a suitable time after completing the lining operation, as determined by experience, the spun lining shall be given a trowelled or smoothing bar finish by skilled workers. A second trowelling may be necessary should the first fail to remove all laitance and produce a smooth hard surface.

The finished lining shall be dense, firm and adhere rigidly to the surface. The lining shall be tested by lightly tapping the surface with a light hammer. Any pipe, fitting or special where there is no bond between the lining and the steel shall be rejected. Defective lining shall be repaired to the satisfaction of the Engineer.

4.4.3.3 Reinforcing

The lining of all fittings, specials, make-up pieces (where their length is less than their diameter) and at welded joints of nominal diameter 610 mm and greater shall be reinforced by means of a 50 mm x 50 mm x 2,5 mm diameter wire fabric. All reinforcing shall be tack-welded to the fitting or special in such a manner as to lie within the middle third of the lining.

4.4.3.4 Curing

4.4.3.4.1 General

After the initial set has taken place, the mortar lining shall be cured by water or steam as hereinafter specified.

4.4.3.4.2 Water Curing

Where water curing is to be used, it shall be commenced not later than twelve hours after completion of the lining. The lining shall be continually sprayed with water by means of approved atomising sprinkler heads, placed inside the pipes, fittings and specials. They shall be so spaced and be of such capacity to keep the entire surface of the lining continually wet for a period of not less than 96 hours.

Where exterior sheathing is to be applied after lining, its applications shall be commenced not less than 72 hours after completion of the lining and in this case, water spraying may be interrupted for a maximum of 3 hours for any sheathing operation.

When water spraying is recommenced after sheathing, precautions shall be taken so as to ensure that the sheathing is not damaged by escaping water. Except for the sheathing operation, no pipe, fitting or special shall be disturbed or moved during the curing period.

4.4.3.4.3 Steam Curing

When steam curing is to be used, it shall be commenced not later than 8 hours after completion of the lining. The steam shall be introduced slowly and the total surface of the lining kept in contact with moist steam at a temperature of not less than 50° C and not more than 63° C for a period of not less than 14 hours.

When exterior sheathing is to be applied after lining, its application shall not be commenced until after completion of the steam curing.

4.4.4 Exterior Sheathing

4.4.4.1 Cement Mortar

The cement mortar shall be as specified for lining. If the mix is different to that specified, then the proposed mix shall be submitted with the tender for approval by the Engineer. It shall not be subject to Alkali Aggregate Reaction where the aggregate expands deleteriously (>0,5%).

4.4.4.2 Thickness

All pipes, fittings and specials shall have an exterior sheath which shall have a thickness in accordance with the following table:

NOMINAL DIAMETER OF PIPE, FITTING OR SPECIAL mm	THICKNESS mm
Up to 610	20 + 3 -0
Greater than 610	5 + 6 -0

4.4.4.3 Method of application

The mortar shall be applied by an approved method. Fittings and specials whose shape precludes the approved method shall have the sheathing applied by hand plastering or other approved process.

The finished sheathing shall be dense, firm and adhere rigidly to the surface. Sheathing shall be tested by lightly tapping the surface with a hammer. Any pipe, fitting or special where there is no bond between the sheathing and the steel shall be rejected. Defective sheathing shall be repaired to the satisfaction of the Engineer.

4.4.4.4 Reinforcing

The exterior sheathing of all pipes, fitting and specials shall be reinforced by 5 mm diameter steel wire wrapped around the circumference. The wire shall extend over the full length of the sheathing with a maximum spacing of 40 mm. The wire shall be tack-welded to the surface at each end. All fittings and specials whose shape precludes this method of reinforcement shall have their sheathing reinforces in a similar manner to that specified in Clause 4.4.3.3.

4.4.4.5 Curing

The Exterior sheathing shall be cured in a similar manner to the lining except that the minimum duration of the curing shall be 48 hours and 12 hours for water and steam respectively.

4.4.4.6 Protection of pipe ends against corrosion

Hot-metal spray coatings shall be in accordance with SANS 14713 and shall comply with the following:

- The minimum coating thickness for both aluminium and zinc shall be 160 µm. Greater thicknesses may be specified in the Detailed Specification.
- The thickness shall be checked on every surface plane at points not more than 300 mm apart for small articles and 500 mm for large articles. Angles shall be checked along all 4 surfaces, channels along all 6 surfaces, pipes in 4 planes. The minus tolerance on thickness in isolated areas shall not exceed 10% and such low areas shall not be larger than 50 mm in diameter.
- The time between surface preparation and coating shall be shortened from 4 hours to 2 hours at any application area closer than 10 km from the coast.
- Unless otherwise specified, all hot metal coatings shall be sealed and coated immediately after hot-metal spraying. The system shall consist of a low viscosity sealant, which is applied until absorption is complete, followed by a suitable coating system.

The sealant systems outlined below are acceptable (where appropriate for the particular application).

System 1

Application of an epoxy zinc sealer to a dft of 60 µm; (Sigmarite Sealer or equivalent).

Application of two coats of epoxy pipe coating to a dft (per coat) of 125 µm; (Sigmaguard EHB, or equivalent)

System 2

Application of micaceous oxide pigmented polyamide cured epoxy to achieve a dft of 60-80 µm; (Sigmarite Sealer or equivalent)

One coat of solvent borne acrylic coating to achieve a dft of 70 µm; (Sigma Topacryl coating or equivalent)

One coat of solvent borne modified acrylic finish to a dft of 30-45 µm; (Sigma Topacryl finish or equivalent)

4.4.4.7 Pipes for non-potable use

All pipes to be used on pipelines for non-potable use shall have 100mm wide stripe painted on the crown of the pipe over the length of the cement mortar sheathe.

5.0 Inspection and method of testing

5.1 Hydrostatic test

Prior to coating and lining, all straight pipes, fittings and specials shall undergo a hydraulic test to the relevant test pressure specified in Clause 4.1.5 without bursting or leaking. Prior to the manufacture of bends and tees, the straight pipe to be used shall be tested as stated. Flanged Tees shall have their branches closed during the test by means of a bolted on blank plate of sufficient thickness to withstand the test pressure. Where the branches and specials are prepared for welding or their shape precludes being tested in accordance with this clause, the welds shall be subjected to dye penetration tests as per 5.1.2.

The testing machine shall be of a design which will allow a steady application of the test pressure and shall be equipped with an accurate pressure gauge. Provision shall be made for attaching the Clients Representative's pressure gauge. Provision shall also be made to expel all air from any pipe, fitting or special under test during filling and before application of the test pressure.

The pressure shall be steadily applied and be maintained sufficiently long for proof and inspection, but in no case for less than three (3) minutes. Each pipe, fitting and special shall withstand this test without showing any leakage, weep, sweat or other defect. Should leakage occur at any weld, such weld shall be repaired in accordance with Clause 4.1.4 and subjected to Dye penetrating or X-ray testing in accordance with Clauses 5.2 and 5.3.

The duration of the test pressure may be reduced if 100% of the length of the welds are x-rayed, but may not be less than one (1) minute.

Records of all hydrostatic tests shall be kept and submitted to the Clients Representative prior to delivery of the item.

If required, the hydrostatic shall be carried out in the presence of the Clients Representative. All pipes, fittings and specials which have passed the hydrostatic test shall be stamped with the Contractor's test stamp. The Clients Representative may call for the re-testing of any pipe, fitting or special which was not tested in his presence. If such pipe, fitting or special passes the re-test, all costs incurred in carrying out the re-testing shall be for the clients account.

5.2 Dye Penetration testing

An approved penetrant dye shall be applied to all welds. No trace of the dye shall appear on the other side of the weld. Defective welds shall be ground and re-welded in accordance with Clause 4.1.3.2. The test shall be repeated on the repair.

5.3 X-Ray testing of welds

Unless 100% of all welds as per Clause 5.1 are x-rayed, ten percent (10%) of the length of all welds of a contract shall be x-rayed and checked for defects. Defects shall be removed by grinding or cutting as approved by the Clients Representative and re-welded and tested.

5.4 Visual inspection

All pipes shall undergo a visual inspection and be free of injurious defects as defined in API 5L.

6 Marking and Delivery

6.1 Marking

All pipes, fittings and specials shall have the following information stencilled, in black painted characters not less than 40 mm in height, on the inside as close to each as is possible and so as to be clearly visible from outside. The paint used shall be non-toxic.

- the serial number in order of manufacture;
- the nominal diameter in millimetres;
- the effective length to the nearest 5 mm;
- the working pressure in metres head.
- The tender number

All fittings and specials shall be marked in the same manner with the following additional information

- tees: the nominal diameter of the branch in millimetres and its effective length to the nearest 5 mm;
- bends: the angle of deflection in degrees;
- reducers: the nominal diameter of each end in millimetres;
- the tender number

The Contractor may place his own name and/or mark or trade mark on all pipes, fittings and specials supplied by him.

6.2 Delivery

Before delivery to the pipeyard, approved internal bracing shall be placed in all pipes, fittings and specials at points of suspension and support used during loading, transportation and unloading. The bracing shall be so designed as to prevent the pipes, fittings and specials from exceeding 0,5% "out-of-roundness" as measured on the diameter and shall have sufficient bearing surfaces to prevent damage to the lining or sheathing.

All pipes, fittings and specials shall be delivered and stacked by the Contractor at the pipeyard or other site specified in the Schedule of Quantities.

The Contractor shall provide all carnage, webbing slings etc to offload and stack the pipes as directed by the Client Representative.

They shall be neatly and methodically arranged off the ground or as directed by the Client Representative and shall only be deemed to have been delivered to the Council as soon as they have been stacked to the satisfaction of, inspected and accepted by the Client Representative.

The minimum rate of and the order of delivery shall be as stated in the Schedule of Quantities.

Should any pipes, fittings or specials be damaged in any way and through any cause whatsoever during delivery and stacking, or should they suffer damage subsequently due to the faulty stacking, such damage shall be made good forthwith by the Contractor at his own expense and to the satisfaction of the Clients Representative. Alternatively, the Clients Representative shall have the right to reject such pipes, fittings and specials.

WS-BW-011: TABLE A
PIPE DETAILS

1	2	3
NOMINAL SIZE	OUTSIDE DIAMETER	MINIMUM STEEL THICKNESS
mm	mm	mm
75	88,90	4,50
100	114,30	4,50
150	165,10	4,50
230	241,30	4,50
305	323,85	4,50
380	393,70	4,50
460	469,90	4,50
535	546,10	6,00
610	622,30	6,00
685	704,85	6,00
760	781,05	6,00
840	863,60	8,00
915	933,45	8,00
1 065	1 092,20	10,00
1 220	1 244,60	10,00
1 370	1 397,00	12,00
1 525	1 613,00	12,00
1 675	1 708,15	16,00
1 830	1 860,55	16,00

FLANGE DIMENSIONS FOR A WORKING PRESSURE OF 1,2 MPa (AMENDED AUGUST 1987)

1	2	3	4	5	6	7	8	9
NOMINAL DIAMETER OF PIPE mm	DIAMETER OF FLANGE mm	DIAMETER OF BOLT CIRCLE mm	NUMBER OF BOLTS	BOLT DESIGNATIO N	DIAMETE R OF BOLT HOLES mm	THICKNESS OF FLANGE		
						CAST IRON mm	WROUGH T STEEL mm	FORGED OR CAST STEEL (VALVES) mm
75	185	146,05	4	M16	18	19	12	14
100	215	177,80	4	M16	18	19	12	17
150	280	234,95	8	M16	18	21	12	17
200	337	292,10	8	M16	18	22	15	19
230	370	323,85	8	M16	18	22	15	19
305	455	406,40	12	M20	22	25	20	22
380	550	495,30	12	M24	26	25	22	25
460	640	584,20	12	M24	26	25	25	29
535	735	673,10	16	M24	26	35	28	32
610	825	755,65	16	M24	26	35	32	35
685	910	844,55	20	M24	26	35	35	38
760	995	927,10	20	M30	3	38	40	41
840	1090	1 016,00	20	M30	33	41	45	41
915	1 175	1 092,20	24	M30	33	41	50	44
1 065	1 335	1 250,95	28	M30	33	44	55	48
1 220	1 490	1 409,70	32	M30	33	48	60	51
1 370	1 680	1 593,85	44	M45	48	51	75	
1 525	1 855	1 758,95	52	M45	48		80	
1 675	2 030	1 930,40	52	M45	48		85	
1 830	2 195	2 095,50	60	M45	48		90	

NOTE: The above table is based upon BS10: 1962 Table D, for sizes up to and including 1 0675 mm nominal diameter, and AWWA Manual M11, for sizes greater than 1 065 mm nominal diameter.

WS-BW0011: TABLE C

FLANGE DIMENSIONS FOR A WORKING PRESSURE OF 2,5 MPa (AMENDED MAY 1987)

1	2	3	4	5	6	7	8	9
NOMINAL DIAMETER OF PIPE mm	DIAMETER OF FLANGE mm	DIAMETER OF BOLT CIRCLE mm	NUMBER OF BOLTS	BOLT DESIGNATION	DIAMETER OF BOLT HOLES mm	THICKNESS OF FLANGE		
						CAST IRON mm	WROUGHT STEEL Mm	FORGED OR CAST STEEL (VALVES) mm
75	205	165,10	8	M16	18	19	16	16
100	20	190,50	8	M16	18	22	19	19
150	305	260,35	12	M20	23	25	22	22
230	405	355,60	12	M24	27	29	29	25
305	490	438,15	16	M24	27	32	32	29
380	580	520,70	16	M27	30	35	38	32
460	675	609,60	20	M30	33	38	44	35
535	760	698,50	24	M30	33	41	51	38
610	850	781,05	24	M33	36	44	57	41
685	935	857,25	24	M36	39	48	60	48
760	1 015	939,80	28	M36	39	51	70	51
840	1 095	1 016,00	32	M36	39	54	70	54
915	1 190	1 104,90	32	M36	39	57	80	57
1 065	1 355	1 270,00	36	M36	39	64	90	64
1 220	1 530	1 441,45	40	M42	45	67	100	67
1 370								
1 525								
1 675								
1 830								

The above table is based upon BS10: 1972 Table F.

WS-BW-011: TABLE D
WELDING COLLAR DETAILS

1	2	3	4
NOMINAL SIZE mm	INTERNAL DIAMETER mm	WIDTH mm	STEEL THICKNESS mm
230	243,30	100	4,50
305	325,85	100	4,50
380	396,70	100	4,50
460	472,90	100	4,50
535	549,10	100	6,00
610	625,30	100	6,00
685	707,85	150	6,00
760	784,05	150	6,00
840	866,60	150	8,00
915	936,45	150	8,00
1 065	1 095,20	150	10,00
1 220	1 247,60	150	10,00
1 370	1 400,00	150	12,00
1 525	1 616,00	150	12,00
1 675	1 711,15	150	16,00
1 830	1 863,55	150	16,00

WELDED BEAD TO BE GROUND FLUSH ON INSIDE OF COLLAR

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm DIAMETER AND GREATER

C3.5 Management

CONTENTS

- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment in respect of each Works Project contract, the following updated returns (the format of which are attached in C3.6 Annexes):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R450.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets, as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

0.15%

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L in the Works Project. If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPG_L on that particular Works Project, then the Employer's Agent, at his/her sole discretion, may reduce such minimum CPG_L upon motivation by the Contractor.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

"Target area" means the geographical area described in the Works Project contract document.

"Targeted labour contract participation goal (CPG_L)" means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

"Targeted labour" means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

"Threshold value" is R450.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

"Value of the contract" means the **Works Project** contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Monthly Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3 COMMUNITY LIAISON OFFICER

Certain Works Projects may require a Community Liaison Officer (CLO) to be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer's Agent.

If it is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.9 Community Liaison Officer). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R450.00** per day). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and items will be provided in the Bills of Quantities in the Works Project contract document therefor.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is

0.1 %

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area described in the Works Project contract document.

“**Targeted enterprises contract participation goal (CPG_E)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);

- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E .

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (CPG_E^S - CPG_E^A) \times P^*$$

Where CPG_E^S = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_E^A = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.5 ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6 HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

CONTENTS

E1 SCOPE

E2 INTERPRETATIONS

- E2.1 Supporting specifications
- E2.2 Application
- E2.3 Definitions and abbreviations
 - E2.3.1 Environment
 - E2.3.2 Potentially hazardous substance
 - E2.3.3 Method Statement
 - E2.3.4 Reasonable
 - E2.3.5 Solid waste
 - E2.3.6 Contaminated water
 - E2.3.7 Working area
 - E2.3.8 Contractor's camp or construction camp
 - E2.3.9 Employer's Agent
 - E2.3.10 Employer's Agent's Representative (ER)
 - E2.3.11 Environmental Officer (EO)
 - E2.3.12 Environmental Control Officer (ECO)
 - E2.3.13 Environmental Site Officer (ESO)
 - E2.3.14 Abbreviations
- E2.4 Employer's Agent's authority to delegate

E3 MATERIALS

- E3.1 Materials handling, use and storage
- E3.2 Hazardous substances

E4 PLANT

- E4.1 Fuel (petrol and diesel) and oil
 - E4.1.1 Storage
 - E4.1.2 Refuelling
 - E4.1.3 Treatment and remediation
- E4.2 Ablution and toilet facilities
- E4.3 Eating areas
- E4.4 Solid waste management
 - E4.4.1 Litter and refuse
 - E4.4.2 Construction waste
- E4.5 Contaminated water management
- E4.6 Site structures
- E4.7 Lights
- E4.8 Workshop, equipment maintenance and storage
- E4.9 Noise

E5 CONSTRUCTION

- E5.1 Method Statements
 - E5.1.1 Method Statements to be provided within 14 days from the Commencement Date
- E5.2 Environmental Awareness Training
 - E5.2.1 Training Course for Management and Foremen
 - E5.2.2 Training Course for Site Staff and Labour
- E5.3 Contractor's Environmental Representative (ESO)
- E5.4 Site division, demarcation and "no go" areas
- E5.5 Access routes/ haul roads
- E5.6 Construction personnel information posters
- E5.7 Fire control
- E5.8 Emergency procedures
- E5.9 Health and safety
- E5.10 Community relations
- E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999
- E5.12 Protection of natural features
- E5.13 Protection of flora and fauna

E5.14	Erosion and sedimentation control
E5.15	Aesthetics
E5.16	Temporary site closure
E5.17	Asphalt and bitumen
E5.18	Dust
E5.19	Contractor's advertising signage
E5.20	Clearance of Site on completion
E5.20.1	Clause E3.1
E5.20.2	Clause E4.1.3
E5.20.3	Clause E4.4
E5.20.4	Clause E5.4
E5.20.5	Clause E5.5
E5.20.6	Clause E5.7
E5.20.7	Clauses E5.11 to 5.13
E5.20.8	Clause E5.14
E5.20.9	Clause E5.19

E6 TOLERANCES

E6.1	Fines
------	-------

E7 TESTING

E8 MEASUREMENT AND PAYMENT

E8.1	Basic principles
------	------------------

ANNEXURE A:	ENVIRONMENTAL METHOD STATEMENT
ANNEXURE B:	ENVIRONMENTAL SITE INSPECTION CHECKLIST
ANNEXURE C:	CONSTRUCTION PERSONNEL INFORMATION POSTER
ANNEXURE D:	ADDITIONAL ENVIRONMENTAL ISSUES DEEMED TO FORM PART OF THE ENVIRONMENTAL MANAGEMENT PROGRAMME

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

E1 SCOPE

The Environmental Management Programme (EMP) for the project is comprised of this Environmental Management (EM) Specification and its Annexures, including the “Additional environmental issues deemed to form part of the Environmental Management Specification” attached as Annexure D hereto, which together cover the requirements for controlling the impact on the environment of construction activities.

E2 INTERPRETATIONS

E2.1 Supporting specifications

The following standardised specification shall, *inter alia*, apply to this Contract:

- a) SANS 1200A, as may be varied or added to in the Scope of Work

E2.2 Application

This EM Specification contains clauses that are generally applicable to the undertaking of construction works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

In the event of any difference or discrepancy between the provisions of the Standardised Specifications and the provisions of the EM Specification, the latter shall prevail.

E2.3 Definitions and abbreviations

For the purposes of this EM Specification the following definitions and abbreviations shall apply:

E2.3.1 Environment

The surroundings within which humans exist and that are made up of -

- a) the land, water and atmosphere of the earth;
- b) micro-organisms, plant and animal life;
- c) any part or combination of i) and ii) and the interrelationships among and between them; and
- d) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

E2.3.2 Potentially hazardous substance

A substance which, in the reasonable opinion of the Employer's Agent, can have a deleterious effect on the environment.

E2.3.3 Method Statement

A written submission by the Contractor to the Employer's Agent in response to the EM Specification or a request by the Employer's Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, in such detail that the Employer's Agent is enabled to assess whether the Contractor's proposal is in accordance with the Scope of Work and/or will produce results in accordance with the EM Specification.

E2.3.4 Reasonable

Unless the context indicates otherwise, means reasonable in the opinion of the Employer's Agent after he has consulted with a person suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in the National Environmental Management Act, 107 of 1998).

E2.3.5 Solid waste

All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, domestic waste, dead vegetation, asphalt products, etc.

E2.3.6 Contaminated water

Water contaminated by the Contractor's activities containing cements, concrete, lime, paint products, thinners, turpentine, chemicals, fuels, oils washing detergents, etc.

E2.3.7 Working area

Any area within the boundaries of the Site where construction is taking place.

E2.3.8 Contractor's camp or construction camp

The area designated for all temporary site offices, storage areas, construction plant parking areas, staff welfare facilities, etc.

E2.3.9 Employer's Agent

The person/firm so named in the Contract Data, whose function is to administer the Contract as agent of the Employer.

E2.3.10 Employer's Agent's Representative (ER)

The natural person appointed by the Employer's Agent in terms of the Contract, who shall observe the execution of the Works, examine and test materials and workmanship, and deliver and receive communications to/from the Contractor.

E2.3.11 Environmental Officer (EO)

Appointed by the Employer's Agent as his environmental representative on Site, with the mandate to enforce compliance with the EMP. The duties of the EO are stipulated in the City's guideline document for the EO and ER.

E2.3.12 Environmental Control Officer (ECO)

An independent appointment to objectively monitor implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs), and the EMP for the project.

E2.3.13 Environmental Site Officer (ESO)

Employed by the Contractor as his environmental representative to monitor, review and verify compliance with the EMP by the Contractor. The ESO must ensure that he is involved at all phases of the construction (from site clearance to rehabilitation).

E2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

EMP - Environmental Management Programme
EM Specification – Environmental Management Specification
EO - Environmental Officer
ECO – Environmental Control Officer
ESO – Environmental Site Officer
ER – Employer's Agent's Representative
MSDS - Material Safety Data Sheets

E2.4 **Employer's Agent's authority to delegate**

In terms of Clause 3.2.4 of the General Conditions of Contract, Third Edition, 2015 (GCC 2015), the Employer's Agent has the authority to appoint a representative. Other than the Employer's Agent's Representative (ER) in terms of Clause 3.2, this can be in the form of an Environmental Officer (EO), who shall be responsible for monitoring compliance with the EMP. All instructions given by the EO shall go through the ER, who will then convey these to the Contractor, except in the case of an environmental emergency, in which case the EO can issue an instruction directly to the Contractor. An environmental emergency is one which, in the opinion of the EO, would cause serious environmental harm if not addressed immediately.

Depending on the nature/environmental sensitivity of the Contract the following variations in the organisational structure are possible:

- a) The ER may work together with an EO; or
- b) There may be an ER only (for construction projects with low potential for causing significant environmental impacts). In this case the ER has responsibility for the EO's functions.
- c) There may be an independently appointed Environmental Control Officer (ECO) who will fulfil essentially the same functions as the EO. The ECO may work with just the ER (if there is no EO) or may work with both the ER and EO.

The term "Employer's Agent" in this EM Specification refers to the Employer's Agent as defined in Clause E2.3.9 acting through the ER/EO/ECO as delegated.

E3 **MATERIALS**

E3.1 **Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the EM Specification. The Contractor shall ensure that these delivery drivers are supervised during off loading by someone with an adequate understanding of the requirements of the EM Specification.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads, including but not limited to, sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and or imported materials shall, where reasonably possible, be stored within the Contractor's camp and, if so required by the Employer's Agent, out of the rain. The location and method of protection of such materials stored outside of the Contractor's camp and the method of rehabilitation of these areas, shall be subject to the Employer's Agent's approval.

Stockpile areas shall be approved by the Employer's Agent before any stockpiling commences.

E4 **Hazardous substances**

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances in GN 1179 (25 August 1995)) stored on Site for use during construction shall be stored in secondary containers which are clearly and appropriately marked/signed. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSes shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer's Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored

out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility. **PLANT (referring to “Construction Equipment” as defined in GCC 2015, and the Contractor’s facilities as used in SANS 1200A)**

E4.1 Fuel (petrol and diesel) and oil

E4.1.1 Storage

If fuel and oil is to be stored on Site, then the Contractor shall submit a Method Statement covering the procedures for dealing with accidental hydrocarbon spillage and leaks, and detailing how these liquids will be stored, handled and disposed of.

The Employer’s Agent shall approve the location of all fuel storage areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “**No Smoking**”, “**No Naked Lights**” and “**Danger**” conforming to the requirement of SANS 1186 are to be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly shut and adequately secured. The capacity of the tank shall be clearly displayed and the product contained within the tank clearly identified using the emergency information system detailed in SANS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

The tanks shall be situated on a smooth impermeable base with an earth bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints, covered by a layer of compacted earth to protect the sheeting. The impermeable lining shall extend to the crest of the bund. The floor of the storage area shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed easily.

If any rainwater collects in the bunded areas, it shall be promptly removed and taken off Site to a disposal site approved by the Employer’s Agent.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

E4.1.2 Refuelling

Plant shall be refuelled at a designated refuelling area approved by the Employer’s Agent. The surface under the temporary refuelling area shall be protected against pollution to the reasonable satisfaction of the Employer’s Agent prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material (e.g. Spill Sorb or Enretech #1 powder or equivalent) readily available that is designed to absorb, break down and encapsulate minor hydrocarbon spillage. The quantity of such material shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

E4.1.3 Treatment and remediation

Treatment and remediation of hydrocarbon spill and leak areas shall be undertaken to the satisfaction of the Employer’s Agent. In the event of a hydrocarbon spill the source of the spillage shall be isolated and the spillage contained.

E4.2 Ablution and toilet facilities

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided.

The Contractor shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor’s personnel will not be permitted to use the City’s ablution facilities.

Toilet facilities provided by the Contractor shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Employer's Agent. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Contractor shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from Site. Toilets shall also be emptied before any temporary site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times.

No ablution facilities shall be located closer than 50m to any water body

A Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

E4.3 Eating areas

The Contractor shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, as specified in Clause E4.4 below, shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

E4.4 Solid waste management

E4.4.1 Litter and refuse

The site shall be kept neat and clean at all times, littering is prohibited.

No on-site burying or dumping of any waste materials, vegetation, litter or refuse shall occur. The Contractor shall provide scavenger and weatherproof bins with lids, of sufficient number and capacity to store the solid waste produced on a daily basis. The lids shall be kept firmly on the bins at all times. Bins shall not be allowed to become overfull and shall be emptied regularly, at least once a week. Waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Employer's Agent has approved. Wherever possible refuse shall be recycled, and containers for glass, paper, metals and plastics shall be provided and the contents delivered to suitable recycling facilities when necessary.

All other litter and refuse shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

E4.4.2 Construction waste

Where possible all construction waste or spoil material shall be recycled, either on Site or elsewhere. As a last resort all construction waste shall be disposed of off Site at an approved landfill site. The Contractor shall supply the Employer's Agent with a certificate of disposal.

E4.5 Contaminated water management

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any spill or escape can be contained and the water table and/or any adjacent water courses or bodies are not endangered. Spill kits which can be used to contain and/or mop up spills shall be available. Water containing such pollutants as cements, concrete, lime, chemicals, oils and fuels shall be discharged into a conservancy tank for removal from the Site to a licensed disposal facility. This particularly applies to water emanating from concrete batching plants and to runoff from fuel storage, refuelling or construction equipment washing areas. Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted.

No paint products, chemical additives and cleaners, such as thinners and turpentine, may be disposed of into the stormwater system or elsewhere on Site. Brush/roller wash facilities shall be established to the satisfaction of the Employer's Agent.

A Method Statement shall be provided by the Contractor detailing the management of contaminated water.

Should contaminated water be released into the environment, specifically into a water course, monitoring thereof shall commence in accordance to the National Water Act, 36 of 1998, Section 21(f) – refer to GN 399 (26 March 2004). Contaminated water must not be released into the environment without authorisation from the relevant authority.

The Contractor shall notify the Employer's Agent immediately of any pollution incidents on Site and, at his own cost, take all reasonable measures to contain and minimise the effects of the pollution.

Any rehabilitation of the environment required as a result of such pollution shall be carried out by the Contractor at his own cost in accordance with a Method Statement approved by the Employer's Agent.

E4.6 Site structures

The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce the visual impact.

E4.7 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not cause a reasonably avoidable disturbance to other users of the surrounding area.

Lighting installed shall, as far as practically possible, be energy efficient. Lighting utilised on Site shall be turned off when not in use.

E4.8 Workshop, equipment maintenance and storage

No workshops or plant maintenance facilities shall be constructed on Site for performing major or routine maintenance of equipment and vehicles.

The Contractor shall ensure that in those areas where, after obtaining the Employer's Agent's approval, the Contractor carries out emergency or minor routine plant maintenance, there is no contamination of the soil, water sources or vegetation. Drip trays to collect waste oil and other lubricants shall be provided in any areas of the Site where such maintenance takes place. Drip trays must be emptied regularly and after rain, and the contents disposed of at a licensed disposal facility.

All vehicles and plant shall be kept in good working order. Leaking vehicles and plant shall be repaired immediately or removed from the Site.

The washing of vehicles and plant on Site shall be restricted to emergency or minor routine maintenance requirements only. Washing may only be undertaken in areas designated by the Employer's Agent.

E4.9 Noise

The Contractor shall limit noise levels (for example, by installing and maintaining silencers on plant). The provisions of SANS 1200A Clause 4.1 regarding "built-up areas" shall apply.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of audio equipment shall not be permitted, unless the volume is kept sufficiently low so as to be unobtrusive. The Contractor shall not use sound amplification equipment on Site, unless in emergency situations.

Construction activities generating output levels of 85 dB(A) or more in residential areas, shall be confined to the hours 08h00 to 17h00 Mondays to Fridays. Should the Contractor need to do this work outside of the above times, he shall do so only with the approval of the Employer's Agent, and the surrounding communities shall be informed prior to the work taking place.

E5 CONSTRUCTION

E5.1 Method Statements

The Contractor shall submit the environmental method statements required within such reasonable time as the Employer's Agent shall specify or as required by the EM Specification. The Contractor shall not commence any activity until the Method Statement in respect thereof has been approved and shall, except in the case of emergency activities, allow a period of two weeks for consideration of the Method Statement by the Employer's Agent.

The Employer's Agent may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Employer's Agent, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the EM Specification.

Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract.

Changes to the way the Works are to be carried out must be reflected by amendments to the original approved Method Statements, and these amendments require the signature of both the Contractor and the Employer's Agent.

Method Statements shall consider all environmental hazards and risks identified by the Contractor and/or Employer's Agent and shall contain sufficient information and detail to enable the Employer's Agent to assess the potential negative environmental impacts associated with the proposed activity and shall cover applicable details with regard to:

- a) construction procedures,
- b) materials and equipment to be used,
- c) getting the equipment to and from Site,
- d) how the equipment/material will be moved while on Site,
- e) how and where material will be stored,
- f) the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- g) the control of fire,
- h) timing and location of activities,
- i) compliance/non-compliance with the EM Specification,
- j) any other information deemed necessary by the Employer's Agent.

The format to be used for the required method statements is bound in Annexure A of this EM Specification. The Contractor (and, where relevant, any sub-contractors) must also sign the Method Statement, thereby indicating that the work will be carried out according to the methodology contained in the approved Method Statement.

E5.1.1 Method Statements to be provided within 14 days from the Commencement Date

- a) Layout and Preparation of Contractor's Camp (E5.4).
- b) Ablution Facilities: number of, location, cleaning, method of securing to the ground, etc. of portable toilets (E4.2).
- c) Solid Waste Management: number of, type, location, cleaning, method of securing to the ground, etc. of bins (E4.4).
- d) Environmental Awareness Training: logistics for the environmental awareness courses for all the Contractor's management staff, as well as other employees (E5.2).
- e) Emergency Procedures for Accidental Hydrocarbon Leaks and Spillages (E4.1 and E5.8).
- f) Asphalt and Bitumen: details of all methods and logistics associated with the use of bitumen and asphalt (E5.11).

E5.2 **Environmental Awareness Training**

It is a requirement of this Contract that environmental awareness training courses are run for all personnel on Site. Two types of courses shall be run: one for the Contractor's and subcontractors' management, and one for all site staff and labourers. Courses shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register that clearly indicates participants' names on completion, a copy of which shall be handed to the Employer's Agent. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto Site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause, it is incumbent upon the Contractor to convey the spirit of the EM Specification to all personnel involved with the Works.

E5.2.1 Training Course for Management and Foremen

The environmental awareness training course for management shall include all management and foremen. The course, which shall be presented by the Employer's Agent or his designated representative, shall be of approximately one hour duration. The course shall be undertaken prior to the commencement of work on Site.

E5.2.2 Training Course for Site Staff and Labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor from material provided by the Employer's Agent. The course shall be approximately one hour long. The course shall be undertaken not later than 3 working days after the commencement of work on Site, with sufficient sessions to accommodate all available personnel.

All the Contractor's employees, sub-contractors' employees and any suppliers' employees that spend more than 1 day a week or four days in a month on Site shall attend the Environmental Awareness Training Course for Site Staff and Labour

E5.3 Contractor's Environmental Representative (ESO)

The Contractor shall appoint an environmental representative, also called an Environmental Site Officer (ESO), who shall be responsible for undertaking a daily site inspection to monitor compliance with this EM Specification. The Contractor shall forward the name of the environmental representative (ESO) to the Employer's Agent for his approval. The environmental representative (ESO) shall complete Environmental Site Inspection Checklists (Annexure B attached hereto) and these shall be submitted to the Employer's Agent once a week.

E5.4 Site division, demarcation and "no go" areas

The Contractor shall restrict all his activities, materials, plant and personnel to within the Site or any particular working areas specified or indicated on the drawings.

The Contractor shall erect and maintain permanent and/or temporary fences of the type and in the locations specified elsewhere in the Scope of Work or on the drawings. Such fences shall, if so specified, be erected before undertaking any construction activities.

Where environmentally sensitive areas are specified as "no go" areas, the Contractor shall ensure that, insofar as he has the authority, no person, plant or material shall enter the "no go" areas at any time.

A Method Statement detailing the layout and method of establishment of the Contractor's camp (including all offices, shelters, eating areas, storage areas, ablution facilities and other infrastructure required for the running of the project) shall be provided.

E5.5 Access routes/ haul roads

On the Site and, if so required, within such distance of the Site as may be stated by the Employer's Agent, the Contractor shall control the movement of all vehicles and construction equipment, including that of his suppliers, so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic, and that all relevant laws are complied with. In addition, the movement of such vehicles and construction equipment shall be planned and operated so as to minimise disruption to regular users of the routes. As far as possible the Contractor shall use existing access and haul routes. Damage to existing access roads as a result of construction activities shall be repaired to the satisfaction of the Employer's Agent, using material similar to that originally used. The cost of the repairs shall be borne by the Contractor. New temporary access or haul routes may only be established with the prior approval of the Employer's Agent. The rehabilitation of such routes shall be to the Contractor's own cost and to the approval of the Employer's Agent.

Any directional signage required by the Contractor for the purposes of directing the movement of his own vehicles and construction equipment (or that of his subcontractors or suppliers) must be of a design and in a location approved by the Employer's Agent. Directional signage may not be erected in such a manner that it interferes with sight lines or pedestrian movement.

E5.6 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees, depicting actions to be taken to ensure compliance with aspects of the EM Specification. A2 information posters, printed on white vinyl, shall be erected at the eating areas and any other locations specified by the Employer's Agent.

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and

the circles shall be red lines. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace a poster if any part of it becomes illegible.

E5.7 Fire control

Other than for cooking purposes as specified in Clause E4.3, no fires may be lit on Site. Any fires which occur shall be reported to the Employer's Agent immediately.

Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include fuel storage and refuelling areas, and any other areas where the vegetation or other materials are susceptible to the start and rapid spread of fire.

In terms of the National Environment Management: Air Quality Act, 39 of 2004 and Community Fire Safety By-law, burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer (who may be the ESO) who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed. The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall forward the name of the Fire Officer to the Employer's Agent for his approval.

The Contractor shall comply with Clause 27 of the Construction Regulations, 2003 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times.

The Contractor shall be liable for any costs relating to the rehabilitation of burnt areas, should the fire be the result of the Contractor's activities on Site

The Contractor shall submit a Method Statement to the Employer's Agent covering the procedure to be followed in the event of a fire.

E5.8 Emergency procedures

The Contractor's attention is drawn to the Method Statements required in terms of Clauses E4.1 and E5.7 above. Such Method Statements shall include procedures to be followed by the Contractor in the event of an emergency.

Furthermore, in the event of an emergency the Contractor shall contact the City of Cape Town's Emergency Call Centre by telephoning 107 or 021 480 7700 (from a cell phone). Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

E5.9 Health and safety

The Contractor shall comply with requirements of the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, the Health and Safety Specification and relevant clauses of GCC 2015, insofar as health and safety is concerned.

E5.10 Community relations

If so required, the Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified in the Scope of Work or as directed by the Employer's Agent. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Employer's Agent.

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself.

E5.11 General protections in terms of the National Heritage Resources Act, 25 of 1999

The Contractor shall take cognisance of the provisions of the National Heritage Resources Act, 25 of 1999 in respect of, *inter alia*, structures older than 60 years; archaeology, palaeontology and meteorites; burial grounds and graves; and public monuments and memorials.

E5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes, unless agreed beforehand with the Employer's Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employer's Agent. The cost of restoration/rehabilitation shall be borne by the Contractor.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

E5.13 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, as specified by the Employer's Agent, no vegetation shall be removed, damaged or disturbed.

The presence of any wild animals found on Site shall be reported to the Employer's Agent, who shall issue an instruction with regard to their removal or relocation. If a wild animal needs removal from the Site the Cape Nature (Metro Region) Conservation Services Manager may be contacted for assistance (tel 021 955 9132/9121/3122/9130). Trapping poisoning, injuring or shooting animals is strictly forbidden. No domestic pets or livestock are permitted on Site, with the exception of controlled watchdogs approved by the Employer's Agent.

Where the use of herbicides, pesticides and other poisonous substances has been specified, the Contractor shall submit a Method Statement to the Employer's Agent for approval.

E5.14 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Scope of Work. Where erosion and/or sedimentation, whether on or off the Site, occurs, rectification shall be carried out in accordance with details specified by the Employer's Agent. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Employer's Agent, at the Contractor's cost. In particular, the Contractor shall ensure that the City's stormwater system is kept free from sediment arising from the Works.

Any runnels or erosion channels developed during the construction period or during the vegetation establishment period shall be backfilled and compacted, and the areas restored to a proper condition. Stabilisation of cleared areas to prevent and control erosion shall be pro-actively managed by the Contractor. The method of stabilisation shall be determined in consultation with the Employer's Agent.

E5.15 Aesthetics

The Contractor shall take any requisite measures to ensure that construction activities do not have an undue negative impact on the aesthetics of the area.

E5.16 Temporary site closure

In the event of temporary site closure (for a period exceeding one week), the Contractor's ESO shall carry out checks and ensure that, amongst others, the following conditions pertain and report on compliance with this clause:

- a) Fire extinguishers are serviced and accessible.
- b) There is adequate ventilation in enclosed spaces.
- c) All hazardous substance stores are securely locked.
- d) Fencing and barriers are in place.
- e) Emergency and management contact details are prominently displayed and available.
- f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
- g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- h) There are sufficient detention ponds or channels in place.
- i) Cement and materials stores are secured.
- j) Toilets are empty and secured.
- k) Central waste area and all refuse bins are empty and secured.
- l) Contaminated water conservancy tank empty.
- m) Any bunded areas are clean and treated with an approved product where applicable (e.g. Spill Sorb or Enretech #1 powder or equivalent).
- n) Drip trays are empty and secure

E5.17 Asphalt and bitumen

Bitumen drums/products, if stored on Site, shall be stored in an area approved by the Employer's Agent. This area shall be indicated on the Method Statement for the Layout and Preparation of the Contractor's Camp. The storage area shall be constructed with an appropriate base, bunding and sump to the satisfaction of the Employer's Agent. A Method Statement shall be provided in this regard.

When heating bitumen products, the Contractor shall take cognisance of appropriate fire risk controls. Heating shall only be undertaken using LPG or similar zero emission fuels. Appropriate fire fighting equipment shall be readily available on Site.

E5.18 Dust

The Contractors shall be solely responsible, at his cost, for the control of dust arising from his activities on Site, and for any costs involved in damages resulting from the dust. The Contractor shall take all reasonable measures to minimise the generation of dust

E5.19 Contractor's advertising signage

Any advertising on the Site or any part of the Works shall remain at the sole discretion of the Employer, who reserves the right to order, via the Employer's Agent, its removal, covering or re-sizing, wherever placed, at no cost to the Employer.

Apart from at the Contractor's camp, no signage advertising the Contractor, or any of its subcontractors, manufacturers, suppliers or service providers shall be placed, fixed or erected anywhere on the Site or on the Works without the prior approval of the Employer's Agent. No advertising signage will be permitted on any designated scenic route. Notwithstanding any prior approval given, the Employer's Agent may instruct the Contractor to remove, cover or re-size any advertising signage at any time at no cost to the Employer.

Advertising signage at the Contractor's camp shall be appropriately designed and sized with due consideration to the surrounding environment, views and sight lines.

Branding or identification markings on the Contractor's and subcontractor's vehicles and equipment is generally permitted, although the Employer reserves the right to instruct, via the Employer's Agent, the removal, covering or re-sizing of any branding, markings or signage, on any equipment (scaffolding, for example), which it considers inappropriate in the environment in which it is placed.

No third party advertising (that is, in respect of any person, business or product that is not associated with the Works) shall be permitted anywhere on the Site or Works.

E5.20 Clearance of Site on completion

On completion of the Works, and at final completion when all defects have been remedied or corrected, the Contractor shall, in addition to the requirements for clearance of the Site in terms of the Contract, ensure that he has complied with the following requirements in terms of this EM Specification:

E5.20.1 Clause E3.1

Clean-up of improperly secured transported materials, and rehabilitation of storage areas.

E5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

E5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

E5.20.4 Clause E5.4

Removal of temporary fences and Contractor's camp.

E5.20.5 Clause E5.5

Repair of access roads damaged by the Contractor, and rehabilitation of temporary access routes.

E5.20.6 Clause E5.7

Rehabilitation of burnt areas should a fire be the result of Contractor's activities on Site.

E5.20.7 Clauses E5.11 to 5.13

Rehabilitation of heritage and natural features, including vegetation which is damaged or disturbed, which required protection in terms of these clauses.

E5.20.8 Clause E5.14

Rectification where erosion and/or sedimentation has occurred due to the fault of the Contractor .

E5.20.9 Clause E5.19

Removal of Contractor's advertising signage.

E6 TOLERANCES

E6.1 Fines

Environmental management is concerned not only with the final results of the Contractor's operations, but also with the control of how these operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product, but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the EM Specification on an on-going basis and any failure on his part to do so will entitle the Employer's Agent to certify the imposition of a fine. Fines may be issued per incident at the discretion of the Employer's Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Employer's Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due in payment certificates issued under the Contract.

Maximum fines for the following transgressions by either the Contractor and/or his sub-contractors may be imposed by the Employer's Agent, as follows:

	Maximum fine per incident
a) Vehicles, plant or materials related to the Contractor's operations, parked or stored outside the demarcated boundaries of the Site.	R 2 000
b) Persons, vehicles, plant or materials related to the Contractor's operations, found within the designated boundaries of a "no go" area.	R 4 000
c) Persistent and unrepaired oil leaks from machinery/not using a drip tray to collect waste oil and other lubricants/not using specified absorbent material to encapsulate hydrocarbon spillage/using inappropriate methods of refuelling (the use of a funnel rather than a pump).	R 3 000
d) Refuelling in areas not approved by the Employer's Agent.	R 3 000
e) Litter on Site.	R 1 000
f) Deliberate lighting of fires on Site.	R 5 000
g) Individual not making use of the Site ablution facilities.	R 1 000
h) Damage to trees not specified to be removed.	R 5 000
i) Dust or excessive noise emanating from the site	R 1 000
j) Not containing water contaminated with pollutants such as cement, concrete, fuel, etc.	R 2 000

For each subsequent similar offence the fine shall be doubled in value to a maximum value of R50 000.

E7 TESTING

Not applicable to this tender.

E8 MEASUREMENT AND PAYMENT

E8.1 Basic principles

Except where separate pay items have been measured in the Bills of Quantities, all costs in respect of complying with the EM Specification are deemed to be covered by the sum tendered for complying with the EM Specification.

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

--

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

--

WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

--

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):

Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

DECLARATIONS

1) EMPLOYER'S AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Employer's Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) EMPLOYER'S AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Employer's Agent once a week

CONTRACT:.....


















DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate fire fighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS			
	Workers & equipment must stay inside the site boundaries at all times		Use the toilets provided Report full or leaking toilets
	Do not swim in or drink from streams		Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins
	Do not throw oil, petrol, diesel, concrete or rubbish in the stream		Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly
	Do not work in the stream without direct instruction		Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill
	Do not damage the banks or vegetation of the stream		Know all the emergency phone numbers
	Protect animals on the site Ask your supervisor or Contract's Manager to remove animals found on site		Fines of between R1000 and R5000 Removal from site Construction may be stopped
	Do not damage or cut down any trees or plants without permission Do not pick flowers		Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!
	Put cigarette butts in a rubbish bin		
	Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires		
	Do not burn rubbish or vegetation without permission		
	Work with petrol, oil & diesel in areas marked for this Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery Empty drip trays after rain & do not throw this water into a river		
	Try to avoid producing dust - wet dry ground & soil		
	Do not make loud noises around the site, especially near schools and homes Report or repair noisy vehicles		

ANNEXURE D: ADDITIONAL ENVIRONMENTAL ISSUES DEEMED TO FORM PART OF THE ENVIRONMENTAL MANAGEMENT PROGRAMME

Listed below are issues pertaining to the environment that form part of the Contract Document. The clause references relate to the **General Conditions of Contract for Construction Works, Third Edition, 2015 (GCC 2015)**. They are listed here to emphasise that they form part of the environmental considerations and requirements for this project. They must be read together with any Contract Specific Data referring thereto in Part C1.2 Contract Data. The comments made below on the various issues are to be taken as explanatory, in so far as environmental matters are concerned, and do not modify the clauses in any way.

1. Monitoring

Clause 3.1.1 makes provision for the Employer's Agent to administer the Contract in accordance with the provisions of the Contract, including the monitoring of any environmental variables.

2. Health and safety

Clauses 3.1.4, 4.3.1, 4.3.2 and 4.10.1 remind the Contractor of his obligations in terms of the Occupational Health and Safety Act (No. 85 of 1993) and Construction Regulations 2003.

Clause 5.7 of SANS 1200A reinforces these requirements through the observation of proper and adequate safety arrangements.

3. Employer's Agent's authority to delegate

Clause 3.2.4 gives the Employer's Agent the authority to appoint a representative to act as the Environmental Officer (EO) for the Contract. The EO, who shall be responsible for monitoring compliance with the EMP, may be the Employer's Agent's Representative or any other person accountable to the Employer's Agent.

4. Employer's Agent's instructions

Clause 4.2.1 requires that the Contractor comply with the Employer's Agent's instructions on any matter relating to the Works. Moreover, Clause 4.2.2 ensures that the Contractor only takes instructions from the Employer's Agent, the Employer's Agent's Representative or a person authorised by the Employer's Agent in terms of Clause 3.2.4.

5. Compliance with applicable laws

Clause 4.3.1 requires that the Contractor comply with all applicable laws, regulations, etc. in fulfilling the Contract.

6. Protection of fossils, etc.

Clause 4.7.1 requires the Contractor to take reasonable precautions to prevent any person from damaging, *inter alia* anything of geological or archaeological interest, and requires that he inform the Employer's Agent and follows any instructions issued in this regard.

7. Housing, food and transport

Clause 4.10.1 requires the Contractor to make his own arrangements for payment, housing, feeding and transport for his employees, provided that if he uses any part of the Site for such purposes he shall obtain the Employer's Agent's prior approval.

Clause 4.2 of SANS 1200A further requires that facilities provided comply with local authority regulations and are maintained in a clean and sanitary condition.

8. Competent employees

Clause 4.11.1 requires that all persons employed on Site are careful, competent, and efficient. These attributes embrace knowledge of the environmental matters and issues dealt with in the EMP.

9. Removal from Site

Clause 4.11.2 makes provision for the Employer's Agent to instruct the removal from the Works and Site of any person who is guilty of misconduct, or is incompetent or negligent, or is an undesirable presence on Site.

Clause 7.1.1 requires that all Construction Equipment be in good working order. Accordingly, the Employer's Agent may order that any Construction Equipment not complying with the environmental specifications be removed from Site.

10. Unacceptable documentation

Clauses 5.3.1 and 5.3.2 require the Contractor to provide documentation required before commencement with Works execution, failing which the Employer may terminate the Contract. Such documentation includes the Protection of the Environment Declaration provided for in the Contract Document.

11. Programme and Method Statements

Clause 5.6.1 makes provision for the Employer's Agent to request the programmes for carrying out the Works.

Clause 5.6.2 makes provision for the Employer's Agent to request statements from the Contractor for the entire scope of the work. In the case of the environmental specifications, these would be submitted as Method Statements.

12. Hours of operation

Clause 5.8.1 restricts the Contractors hours of operation to between sunrise and sunset on working days (usually from Monday to Saturday), unless, *inter alia*, permitted by the Employer's Agent in writing.

Clause 5.7.2 further requires that in the event that permission is granted for night work, then such work shall be carried out without excessive noise and disturbance.

13. Suspension of Works

Clause 5.11.1 enables the Employer's Agent to suspend the progress of the Works or any part thereof, which may be as a result of some default or breach of the Contract on the part of the Contractor.

14. Site clean-up

Clause 5.15.1 requires that, on completion of the Works, the Contractor shall clear away and remove from the Site all Construction Equipment, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a safe condition. All streams and watercourses shall be restored to the condition as at the commencement of the Works. Should the Contractor fail to do the work upon notice from the Employer's Agent, the Employer may in terms of Clause 7.8.3, employ others to carry out the work and recover the cost of doing so from the Contractor.

15. Access to the Works

Clause 7.3.1 makes provision for the Employer's Agent to authorise the Environmental Officer (EO) to have access to the Works and Site.

16. Pollution prevention and interferences

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise or pollution, or to interfere unnecessarily or improperly with public services, or the access to, use and occupation of public or private roads and footpaths or properties.

Clause 5.6 of SANS 1200A further requires the Contractor to minimise dust nuisance and pollution of streams and inconvenience to or interference with the public.

17. Dust

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary pollution.

Clause 5.6 of SANS 1200A requires that the Contractor take all reasonable measures to minimise any dust nuisance.

18. Noise

Clause 8.1.2 requires that all operations necessary for the execution of the Works be carried out so as not to cause unnecessary noise.

Clause 4.1 of SANS 1200A requires that when working in built-up areas, the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding 85dB.

19. Protection of existing environment

Clause 8.1.3 requires that the Contractor uses every reasonable means to prevent any roads or bridges to or in the vicinity of the Site being subjected to damage by excessive loads, or disruption due to excessive traffic, occasioned by his transport arrangements.

20. Reinstatement

Clauses 8.2 and 8.4 make provision for the Contractor to repair and make good any damage to the Works in his care (other than "excepted risks"), and bear any costs associated with such reinstatement.

21. Reporting accidents

Clause 8.5.1 requires the Contractor to report to the Employer's Agent every occurrence on the Site which causes environmental damage.

H: HEALTH AND SAFETY SPECIFICATION

CONTENTS

H1 DEFINITIONS

H2 SCOPE

H3 INTERPRETATION

H4 GENERAL REQUIREMENTS

H5 ADMINISTRATION

- H5.1 Application for construction work permit
- H5.2 Notification of intention to commence construction work
- H5.3 Occupational Health and Safety Agreement
- H5.4 Good standing with the Compensation Fund or a licensed compensation insurer
- H5.5 Emergency procedures
- H5.6 Health and safety file
- H5.7 Health and safety committee
- H5.8 Inspections, formal enquires and incidents
- H5.9 Personal protective equipment and clothing

H6 APPOINTMENTS

- H6.1 Appointment of construction manager
- H6.2 Appointment of construction supervisor, and health and safety officers
- H6.3 Other competent persons
- H6.4 Health and safety representative(s)

H7 EMPLOYER'S HEALTH AND SAFETY AGENT

H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

- H8.1 General
- H8.2 Risk assessment
- H8.3 Health and safety plans
- H8.4 Responsibilities towards employees and visitors
- H8.5 Subcontractors
- H8.6 Work permits and wayleaves
- H8.7 Access to the Site
- H8.8 First aid and emergency procedures
- H8.9 Housekeeping
- H8.10 Fire precautions
- H8.11 Facilities for workers

H9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER

- H9.1 Existing Site conditions
- H9.2 Information provided by the designer (CR 6(1))
- H9.3 Environmental hazards
- H9.4 Traffic hazards
- H9.5 Construction materials (hazardous substances)
- H9.6 Fall protection (working at heights) (CR 10)
- H9.7 Structures (CR 11)
- H9.8 Temporary works (CR 12)
- H9.9 Excavation work (CR 13)
- H9.10 Demolition work (CR 14)
- H9.11 Tunneling (CR 15)
- H9.12 Scaffolding (CR 16)
- H9.13 Suspended platforms (CR 17)
- H9.14 Rope access work (CR 18)
- H9.15 Material hoists (CR 19)

H9.16	Bulk mixing plant (CR 20)
H9.17	Explosive actuated fastening device (CR 21)
H9.18	Cranes (CR 22)
H9.19	Construction vehicles and mobile plant (equipment) (CR 23)
H9.20	Electrical installations and machinery (CR 24)
H9.21	Flammable liquids (CR 25)
H9.22	Water environments (CR 26)
H9.23	Overhead work (CR 27(g))
H9.24	Confined spaces
H9.25	Other hazards...

H: HEALTH AND SAFETY SPECIFICATION

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

H1 DEFINITIONS

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the Client or his agent as defined in the Construction Regulations, 2014.
- d) "Employer's Agent" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means any contractor employed by the Contractor to perform construction work.

H2 SCOPE

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Contractor must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a contractor entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

H3 INTERPRETATION

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.

Responsibility for health and safety relating to the Works lies with the Contractor as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

H4 GENERAL REQUIREMENTS

The Contractor shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Employer's Agent through the Employer's Agent's Representative, except in the case of a health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

H5 ADMINISTRATION

H5.1 Application for construction work permit

Not applicable until 7 August 2015.

H5.2 Notification of intention to commence construction work

The Contractor shall notify the Provincial Director of the Department of Labour in writing using the pro forma contained in Annexure 2 of the Construction Regulations, 2014 before construction work commences, and retain a copy of such notification in the health and safety file, if such work will:

- a) include excavation work;
- b) include working at a height where there is a risk of falling;
- c) include the demolition of a structure; or
- d) include the use of explosives to perform construction work.

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

H5.3 Occupational Health and Safety Agreement

The Contractor shall enter into an Agreement with the Employer before the commencement of the Works on Site.

H5.4 Good standing with the Compensation Fund or a licensed compensation insurer

The Contractor shall provide the Employer's Agent with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

H5.5 Emergency procedures

The Contractor shall submit for acceptance to the Employer's Agent a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

H5.6 Health and safety file

The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector, subcontractor, the Employer, the Employer's Agent, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Contractor shall hand over the Health and Safety file to the Employer's Agent upon Works completion of the Contract and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

H5.7 Health and safety committee

Where applicable, the Contractor shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Employer's Agent or the Employer's Health and Safety Agent shall be invited to attend such meetings as

an observer.

The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

H5.8 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Agent:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Contractor shall record all incidents and notify the Employer's Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Contractor shall investigate all incidents and issue the Employer's Agent with copies of such investigations.

H5.9 Personal protective equipment and clothing

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

H6 APPOINTMENTS

H6.1 Appointment of construction manager

The Contractor shall, prior to commencing the Works on Site, appoint a full-time competent person as the construction manager, with the duty of managing all construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager an alternative must be appointed by the Contractor.

The Contractor may, having considered the size of the project, appoint, in writing, one or more assistant construction managers for different sections thereof.

No construction manager may manage any construction work on or in any construction site other than the Site in respect of which he or she has been appointed.

H6.2 Appointment of construction supervisor, and health and safety officers

The construction manager shall appoint a competent employee(s) in writing as the construction supervisor(s) for the Site, who will be responsible for construction activities and ensuring occupational health and safety compliance on the construction site. The Contractor may, having considered the size of the project, appoint, in writing, one or more competent employees to assist the appointed construction supervisor(s).

The Contractor may, having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the Site, appoint a full-time or part-time construction health and safety officer in writing, who has in the Contractor's opinion the necessary competencies and resources, to assist the Contractor in the control of all health and safety related aspects on the Site.

The Contractor shall compile and maintain an organogram which outlines the roles and responsibilities of the construction supervisor's assistants, and health and safety officers.

H6.3 Other competent persons

The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) temporary works operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) rope access work;
- g) material hoists;
- h) operation of bulk mixing plant;

- i) explosive activated fastening device;
- j) cranes;
- k) construction vehicles and mobile plant (equipment);
- l) the stacking and storage of articles on the Site; and
- m) fire equipment.

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

H6.4 Health and safety representative(s)

The Contractor shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

H7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

- a) audit the Contractor's compliance with the requirements of this Specification prior to the commencement of any physical construction activities on the Site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the Employer's Agent and, where relevant, to the Contractor.

The Contractor shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Contractor shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

H8.1 General

The Contractor shall with respect to the Site and the construction works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

- d) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- e) no structure or part of a structure is loaded in a manner which would render it unsafe;
- f) relevant information, if any, provided by the designer of the structure is taken into account in the risk assessment; and
- g) the designer of any temporary works complies with the requirements of regulation 6(2) of Construction Regulations, 2014.

The Contractor shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan

H8.2 Risk assessment

The Contractor shall before the commencement of any construction work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person appointed in writing. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

The Contractor must review the relevant risk assessment -

- f) where changes are effected to the design and or construction that result in a change to the risk profile; or
- g) when an incident has occurred.

H8.3 Health and safety plans

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

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

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

H8.4 Responsibilities towards employees and visitors

The Contractor shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Contractor shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Contractor shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Contractor shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Contractor shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- b) is in possession of and using the necessary personal protective equipment.

The Contractor shall cause a record of all induction training to be kept in the Health and Safety file.

The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- c) prohibited unauthorized entrance;
- d) signage to indicate what personal protective equipment is to be worn; and
- e) activity related signs.

The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

H8.5 Subcontractors

The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

H8.6 Work permits and wayleaves

The Contractor shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

H8.7 Access to the Site

The Contractor shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Contractor shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

H8.8 First aid and emergency procedures

The Contractor shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The Contractor shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Contractor for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Contractor shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

H8.9 Housekeeping

The Contractor shall ensure, *inter alia*, that suitable housekeeping is continuously implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

H8.10 Fire precautions

The Contractor shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29 and the Environmental Management Specification in Part C3.5 of the Scope of Work.

H8.11 Facilities for workers

The Contractor shall provide ablution facilities and eating areas all as specified in the Environmental Management Specification in Part C3.5 of the Scope of Work.

H9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER

H9.1 Existing Site conditions

H9.2 Information provided by the designer (CR 6(1))

H9.3 Environmental hazards

H9.4 Traffic hazards

H9.5 Construction materials (hazardous substances)

H9.6 Fall protection (working at heights) (CR 10)

H9.7 Structures (CR 11)

H9.8 Temporary works (CR 12)

H9.9 Excavation work (CR 13)

H9.10	Demolition work (CR 14)
H9.11	Tunneling (CR 15)
H9.12	Scaffolding (CR 16)
H9.13	Suspended platforms (CR 17)
H9.14	Rope access work (CR 18)
H9.15	Material hoists (CR 19)
H9.16	Bulk mixing plant (CR 20)
H9.17	Explosive actuated fastening device (CR 21)
H9.18	Cranes (CR 22)
H9.19	Construction vehicles and mobile plant (equipment) (CR 23)
H9.20	Electrical installations and machinery (CR 24)
H9.21	Flammable liquids (CR 25)
H9.22	Water environments (CR 26)
H9.23	Overhead Work (CR 27(g))
H9.24	Confined spaces
H9.25	Other hazards...

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

**TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER**

C3.6 Annexes

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-Contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- Incomplete / incorrect / illegible forms will not be accepted.
- Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- If a field is not applicable insert the letters: NA
- Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- Was the beneficiary sourced from the City's job seeker database?
- The contract end date as stated in the beneficiary's employment contract.
- Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK													
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R															

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet 1 of	
--------------------------------------	--	------	-------	---------------	--

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	
---	---	---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub- contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R
				Expressed as a percentage of P* %

Signatures

Declared by Contractor
to be true and correct:

Date:

Verified by Employer's
Agent / Representative:

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the **Preference Schedule**) (P*)

R

B-BBEE Status Level of Joint Venture

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Employer's Agent / Representative

Date:

ANNEX 4

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	Specified Targeted Labour Contract Participation Goal	%
---	---	---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R
¹ Documentary evidence to be provided			Total: R
Expressed as a percentage of P*			%

Signatures

Declared by Contractor
to be true and correct:

Date _____

Verified by Employer's
Agent / Representative

Date _____

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	Specified Targeted Enterprises Contract Participation Goal	%
--	---	--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
¹ Documentary evidence to be provided			Total: R
Expressed as a percentage of P*			%

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Employer's Agent/
Employer's Agent's Representative:

Date

Part C4: Site information

		Pages
C4	Site information	323

CITY OF CAPE TOWN

BULK SERVICES WATER AND SANITATION

CONTRACT NO. 107Q/2021/22

TERM TENDER FOR THE SUPPLY, SUPPLY AND LAYING AND/OR LAYING EX STOCK OF PIPES OF 300mm
DIAMETER AND GREATER

C4 Site Information

CONTENTS

1. GENERAL
2. WORKS PROJECTS

1. GENERAL

Works Projects may occur anywhere specially within the attached map showing the bulk water branch network.

2. WORKS PROJECTS

Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project. An example of such a Works Project Document is available upon request to the Employer.