




THABAZIMBI LOCAL MUNICIPALITY

PROJECT DESCRIPTION: RAPHUTI WATER RETICULATION

BID NUMBER: TECH/06/2025-26

CIDB GRADING: 7 CE or HIGHER

CLOSING DATE: 14 MAY 2026

Issued by: Thabazimbi Local Municipality 7 Rietbok Street Private Bag X530 Thabazimbi 0380 Cell: 073 295 9508 Tel: (014) 777 1525		Prepared by: Phamela Engineering ServicesPty Ltd Suite 101, The Office Park 90 Schoeman Street Polokwane 0699 Tel No: (010) 880 0138/ (015) 065 0585	
Name of Bidder:			
Bid Amount (VAT Inclusive):			
BBBEE status:			
Bidder Address:			
Receipt Number:			
Email Address:			
Contact numbers:	Cell:	Tel:	Fax:
 Municipal Infrastructure Grant		 EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfillment	

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PART T1: TENDERING PROCEDURES

T1.1 INVITATION TO TENDER (TENDER NO: TECH/06/2025-26)

Bids are hereby invited for **RAPHUTI WATER RETICULATION**

TENDER NO.	DESCRIPTION	CONTACT PERSON	BRIEFING SESSION DATE	CLOSING DATE & TIME	CIDB GRADE	EVALUATION CRITERIA
TECH/06/2025-26	RAPHUTI WATER RETICULATION	Technical Enquiries: S. Thompson 071 777 8640 Procurement Enquiries: BK Monyeki 073 919 4602	17 APRIL 2026 09:00 Thabazimbi Municipality @ Absa Building @09:00)	14 May 2026 @ 12h00	7 CE or HIGHER	80/20

Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.e-tenders.gov.za and can also be downloaded from the municipal website at www.thabazimbi.gov.za at no fee.

Bids will be evaluated under the provision of the following Acts and Regulations: Municipal Finance Management Act, (Act 56 of 2003); PPPFA: Supply Chain Management Policy of the Municipality in accordance with the Specifications and in terms of **80/20 preferential points system**. and the 3rd edition of the General Conditions Of Contract For Construction Works (the GCC 2015).

Sealed Bid Documents must be submitted in an envelope clearly indicating, **“BID NUMBER AND DESCRIPTION”** on the outside and must reach the undersigned by depositing it into the Municipal Tender Box, by no later than the date and time stipulated on the above table. All bids will be opened in public at the Municipal Chamber.

The Municipality is not bound to accept the lowest or any Bid and reserves the right to accept any part of a Bid. Bids must remain valid for a period of ninety (90) days after the closing date of the submission thereof.

Bids which are late, incomplete, unsigned, completed by pencil, sent by telegraph, facsimile, electronically or e-mail and without compulsory required documents will be disqualified.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS]

Only bidders who are registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors will be considered. This requirement will remain in force as long as it is a requirement of the CIDB: **7 CE or HIGHER** .

With Joint Ventures, all companies, which are part of the joint venture, must be registered with the CIDB. The Joint Venture that meets the grading for the bid will be considered.

Appointment Letter should be included on Service Level Agreement Required.

Briefing session and site inspection will be Compulsory

Technical Queries related to the issues of these documents may be addressed to S. Thompson
071 777 8640,

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in the

Government Gazette No 38960, Board Notice 136 of 10 July 2015 (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers it is added as an Annex to this Tender Document, "ANNEX C5 STANDARD CONDITIONS OF TENDER"

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

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

Clause Number	Tender Data									
F.1.1 Actions	<p>The "Employer" is "Thabazimbi Local Municipality"</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi.</p> <p>The Employer's address for communication relating to this project is: Private Bag 530, Thabazimbi, 0380</p>									
F.1.2 Tender Documents	<p>The tender documents issued by the employer comprise of the following documents:</p> <table border="1"><thead><tr><th>Volume Number</th><th colspan="2">Description</th></tr></thead><tbody><tr><td>Volume 1</td><td>Functionality, Price, and Preference</td><td>This Volume</td></tr><tr><td>Volume 2</td><td>drawings</td><td>Issued Separately</td></tr></tbody></table>	Volume Number	Description		Volume 1	Functionality, Price, and Preference	This Volume	Volume 2	drawings	Issued Separately
Volume Number	Description									
Volume 1	Functionality, Price, and Preference	This Volume								
Volume 2	drawings	Issued Separately								
F.1.3 Interpretation	<p>The returnable documents, schedules and other certificates or statements are all listed under Section T2.1 "List of Returnable Schedules".</p> <p>It is incumbent upon the tenderer to complete all of the returnable schedules bound in this document under Section T2.1 and to also attach (by stapling) those additional certificates or documents of statement as indicated in Section T2.1</p> <p>In respect of this issue your attention is also drawn to the requirements of Annex F Clause F.2.23.</p>									

F.1.3.2	Replace the wording with: “These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender, except for those tender conditions, claims, statements, and undertakings presented by the tenderer that will have influence on the competitive procedure as contemplated under Clauses F.1.5, F.1.6. and F.3. and listed in the Tender Data under Clause F.3.11.1.”
F.1.3.3	The following additional definitions shall apply:

TENDER DATA

PART T1.2:

Clause Number	Tender Data
	<p>g) "Tender" and "Bid" shall have the same meaning. The company offering a tender or bid is referred to as the "Tenderer" or "Bidder".</p> <p>h) The terms "Tender Offer", "Tender Sum", "Tender Value", "Tender Price" or "Value of Tender" shall have the same meaning and refer to the amount stated in the Offer and Acceptance as "OFFERED TOTAL OF THE PRICES" which amount is carried over from the summary of the Schedule of Quantities as "TOTAL TENDER AMOUNT (TENDER SUM)".</p> <p>i) "Bills of Quantities" and "Schedule of Quantities" shall have the same meaning.</p>
F.1.3.4	<p>Add the following new clause:</p> <p><i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i></p>
F.1.4 Communication and employer's agent	<p>The Employer's agent is:</p> <p>Name: Phamela Engineering Services Pty Ltd</p> <p>Address: 90 Schoeman street Polokwane, 0699</p> <p>Tel: 014 777 01525</p> <p>To whom all communication must be addressed in respect of the tender prior to the date contemplated by Clause F.2.8.</p>
F.1.6 Procurement procedures	<p>The selected standard tender procedure to be followed is the "PP2B Open procedure" as contemplated in Table 1 of Clause 4.2.1.1 of stated Government Gazette.</p> <p>The standard tender evaluation method will be as stated under Clause F.3.11.3 below.</p>
F.2.1 Eligibility	<p>This contract is registered as a project under the Expanded Public Works Programme (EPWP), the principles of labour-intensive construction methods should be implemented as far as possible. It is a recommendation for construction implementation that tenderers have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff.</p>

F.2.1	<p>Tender eligibility will be for tenderers who comply with the tender conditions and the criteria set out in the Tender Data.</p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7 CE or Higher, An equal joint venture rating or higher, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB.
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Clause Number	Tender Data												
	<ol style="list-style-type: none"> the lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. E.g., if the advertised grade is 7 CE , then the lead partner must be registered in Grade 7 CE or higher, and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE or HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The joint venture calculator sums the capacity of all the joint venture partners and calculates a grading designation for the joint venture. Notwithstanding the calculated result, the following table summarizes the combinations of designations held by Joint Venture partners which will as a result be deemed to satisfy the requirements for the relevant designation: 												
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Designation</th> <th>Deemed to satisfy joint venture arrangements</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3</td> <td>Three contractors registered in contractor grading designation 2</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Three contractors registered in contractor grading designation 3</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Two contractors registered in contractor grading designation 5. One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4.</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Two contractors registered in contractor grading designation 6 OR One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5.</td> </tr> </tbody> </table>	Designation	Deemed to satisfy joint venture arrangements	3	Three contractors registered in contractor grading designation 2	4	Three contractors registered in contractor grading designation 3	5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3	6	Two contractors registered in contractor grading designation 5. One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4.	7	Two contractors registered in contractor grading designation 6 OR One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5.
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7	Two contractors registered in contractor grading designation 6 OR One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5.												

TENDER DATA

PART T1.2:

	8	Three contractors registered in contractor grading designation 7
	9	Three contractors registered in contractor grading designation 8
F.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.	
F.2.7 Clarification meeting	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender no: TECH/06/2025-26 and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. A representative at the clarification meeting may only represent one company.</p> <p>Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>	

Clause Number	Tender Data
F.2.8 Seek clarification	The tenderer shall request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.2.9 Insurance	<p>Add the following to the clause</p> <p>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the employer will affect under the contract.</p>
F.2.12 Alternative offers	Should the tenderer wish to deviate or qualify his tender, such deviation or qualification shall be expressly set out with full details on the applicable form provided in the returnable schedules (Part T2.1) in this document. Any deviation or qualification not appearing, or referenced, on this form will not have any force or effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender.

<p>F.2.12 Alternative offers</p>	<p>If a tenderer wishes to submit an alternative tender offer, the only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
<p>F.2.13.3 Submitting a tender offer</p>	<p>The <u>whole original</u> bid document, as issued by the Local Municipality of Thabazimbi, shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the Local Municipality of Thabazimbi.</p>
<p>F.2.13.4</p>	<p><i>Add</i> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p>

Clause Number	Tender Data
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Clause Number	Tender Data
F.2.15 Closing time	The closing time for submission of tender offers is as stated in the Tender no: notice and Invitation to Tender
<p>F.2.16 Tender offer validity</p> <p>F.2.16.5</p>	<p>The tender offer validity period is 90 Days.</p> <p>Add the following new clause</p> <p><i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i></p>
F.2.18 Provide other material	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the laborintensive portion of the works together with satisfactory evidence that such members satisfy the eligibility requirements.
F.2.19 Inspections, tests and analysis	<p>By submitting this tender, the tenderer/bidder authorizes the municipality or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the tenderer to provide the goods and services required by the municipality.</p> <p>The tenderer acknowledges that access to his premises during normal working hours will be granted to the employer or his agents during tender and evaluation period to verify any of the claims made by the tenderer.</p>
F.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in Section C1.3 of this procurement document.
F.2.23 Certificates	<p>The documentation that must be submitted with the tender is listed under section T.2.1 List of Returnable Schedules.</p> <p>The tenderer shall also refer to Clause F.3.13 hereinafter for the conditions in respect of rejection of tender.</p>
<p>F.2.24 Canvassing and obtaining of additional information by tenderers</p>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>

PART T1.2:

Clause Number	Tender Data
<p style="text-align: center;"><i>F2.25</i></p> <p><i>Prohibitions on awards to persons in service of the state</i></p>	<p>Add the following new clause</p> <p><i>The Employer is prohibited to award a tender to a person -</i></p> <ol style="list-style-type: none"> <i>a) who is in the service of the state; or</i> <i>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> <i>a) a member of: -</i> <ul style="list-style-type: none"> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <i>b) a member of the board of directors of any municipal entity;</i> <i>c) an official of any municipality or municipal entity;</i> <i>d) an employee of any national or provincial department;</i> <i>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>f) a member of the accounting authority of any national or provincial public entity; or</i> <i>g) an employee of Parliament or a provincial legislature.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
<p style="text-align: center;"><i>F2.26</i></p> <p><i>Awards to close family members of persons in the service of the state</i></p>	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous Twelve (12) months, including -</i></p> <ol style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>

<p>F2.28 Tax</p>	<p>Add the following new clause</p> <p><i>A valid tax clearance certificate must be submitted with this tender document.</i></p> <p><i>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i></p>
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Clause Number	Tender Data
<p>F.3.1 Respond to requests from the tenderer</p> <p>F.3.1.1</p>	<p>The employer will respond to requests for clarification up to seven (7) working days before the tender closing time.</p>
<p>F.3.2 Issue Addenda</p>	<p>The employer shall at any time prior to five (5) working days from the closing of tenders, be entitled to make any variation, amendment or addition to, or omission from the Tender Documents, including to the time and date set for the closing of tenders, by the issuing of an addendum (or addenda).</p> <p>Any Addendum so issued shall be deemed to form part of the tender documents and shall be communicated in writing to all parties who have acquired the tender documents from the employer. Acknowledgment of receipt is required by the tenderers of any such addendum during the tender period. Failure to acknowledge the receipt of, or failure to comply in all respects with the content of any such addenda, will render any Tender subsequently submitted as invalid.</p> <p>No variation by the employer of the tender documents will be of any force or effect unless set out in an addendum as described above, despite the fact that a variation of, or amendment to, the tender documents may have been implied in, or may reasonably be inferred from, any other document issued, or statement made by the employer or the engineer.</p>
<p>F.3.4 Opening of tender submissions</p>	<p>This is a One Envelope Tender. Valid Tender submissions will be opened 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.</p> <p>The name of each tenderer whose tender offer is opened and the total of his prices, number of points claimed for BBBEE status level will be announced at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data.</p>

TENDER DATA

PART T1.2:

F.3.8 Test for responsiveness	<p>A non-responsive tender is any tender or any tenderer who has not conformed to the tender conditions and the instructions reflected in the official Tender no: TECH/06/2025-26 and will expose the tender to be disqualified by Thabazimbi Local Municipality.</p>
F.3.8.2	<p>Thabazimbi Local Municipality will evaluate the Tenders first for responsiveness, which shall include the following</p> <ol style="list-style-type: none"> 1. Responsiveness in respect of completion of Returnable Schedules T2.1.A through to T2.2.Y 2. Demonstration by the Tenderer of their capability to implement this nature of project by submitting proof of Past Similar Projects (Returnable Schedule T2.1L) and Schedule of Proposed Key Staff (Returnable Schedule T2.1M) relevant for this type of project. <p>Any such tenders that do not meet the responsiveness criteria will be rejected as non-responsive tenders.</p>

Clause Number	Tender Data
	<p>Such non-responsive and rejected tenders will not be eligible for the Functionality, Price and Preference procurement evaluation and will not be considered for acceptance.</p> <p>The employer may request a tenderer to attend to inquiries either in writing or by means of attendance of a clarification meeting with the municipality</p>
F.3.9.1 Arithmetical Errors	<p>Replace the first sentence with “Check all tenders for arithmetic correctness by:”</p>
F.3.9.2	<p>Add the following paragraph</p> <p>The arithmetic of the extensions of rate and quantity shall be calculated on the understanding that the rate shall remain fixed and the extension of a payment item corrected where a discrepancy exists. All additions of individual payment items to determine sub-total amounts and the total amounts shall be calculated and revised accordingly.</p> <p>Any gross arithmetic error identified that may result in the change of the overall points determined in accordance with F.3.11 shall be verified with the tenderer concerned in which the tenderer must either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>Preference points in respect of the financial offer shall be done only after the arithmetic has been corrected as outlined under F.3.9.1</p>

<p>F.3.11.3 Method 2: Functionality, Price, and Preferences</p>	<p>The procedure for the evaluation of responsive tenders is: <u>F.3.11.3 Method 2: Functionality, Price, and Preference</u> Non-responsive tenders will not be considered for scoring in accordance with F.3.11.3. In the case of a Functionality, Price, and Preference:</p> <ol style="list-style-type: none"> 1. Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system (Returnable schedule T2.1.R, MBD 6.1). <p>Formula to calculate points will be as follows</p> <p>The 80/20 preference point system for acquisition of services, works or goods for Rand value equal to or above 30 000 and up to R50 Million</p> <ol style="list-style-type: none"> 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to or above R30 000 up to a rand value of R50 000 000 (all applicable taxes included):
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Clause Number	Tender Data
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PART T1.2:

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and *P_{min}*

= Price of lowest acceptable tender.

4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	8
3	7
4	6
5	5
6	4
7	3
8	2
Non-compliant contributor	0

(4)(c) A maximum of 10 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

Clause Number	Tender Data
	<p>(a) may only score point out of 80 for price; and</p> <p>(b) Scores 0 points out of 10 for B-BBEE.</p> <p>(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p> <p>(6) The points scored by a tenderer for B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).</p> <p>(7) The points scored must be rounded off to the nearest two decimal places.</p> <p>(8) Subject to sub regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.</p> <p>(9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may-</p> <p>(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;</p> <p>(ii) if the tenderer does not agree to a market-related price, negotiate a marketrelated price with the tenderer scoring the second highest points or cancel the tender;</p> <p>(iii) if the tenderer scoring the second highest points does not agree to a marketrelated price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.</p> <p>(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.</p>
F.3.11.7 Scoring financial offers	<p>Score the financial offers of remaining responsive tender offers using the following formula:</p> <p>$NFO = W_1 \times A$ where:</p>

TENDER DATA

PART T1.2:

Clause Number	Tender Data							
	<table border="1"> <thead> <tr> <th data-bbox="491 376 619 405">Formula</th> <th data-bbox="632 338 842 434">Comparison aimed at achieving</th> <th data-bbox="858 338 1098 367">Option 1</th> <th data-bbox="1106 338 1305 367">Option 2</th> </tr> </thead> </table>	Formula	Comparison aimed at achieving	Option 1	Option 2			
Formula	Comparison aimed at achieving	Option 1	Option 2					
	1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$				
	2	Lowest price or percentage	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$				
	<p>P_0 is the number of tender evaluation points awarded for the financial</p> <p>P_1 is the maximum possible number of tender evaluation points available for a financial offer as stated in the Tender Data.</p> <p>λ is a number calculated using the formula and option described in F.3.11.3 of the Tender Data. where:</p> <p>W_m = the comparative offer of the most favourable tender offer.</p> <p>W = the comparative offer of tender offer under consideration.</p>							
F.3.11.8 Scoring preferences	<p>The preference points claimed will be scored in accordance with the Tender Data clause F3.11.3 above.</p> <p>Only information completed on Returnable Schedule T2.2.Q Broad Based Black Economic Empowerment (B-BBEE) and T2.1. R Preference Points Claim shall be considered for evaluation. Total preference awarded will be the total points scored under the individual criteria as listed under F.3.11.3 above.</p>							

<p>F.3.13 Acceptance of Tender Offer</p>	<p>The work measured and listed in the Schedule of Quantities is a summary of the work as envisaged at the time of preparing this document. The exact extent of the work may be reduced or extended by the budget amount provided for this project and shall be determined by the employer in collaboration with the tenderer during the course of the contract.</p> <p>The employer therefore reserves the right to extend or reduce the contract with any amount. Rates in the document must therefore be acceptable and well balanced and shall be considered to hold good for payment, even in the event of a reduction or an extension of the work not exceeding the percentage stated under clause 6.11 of the GCC and as amended in the Contract Data and shall not be regarded as a change in the scope of works.</p> <p>The tenderer should note that the provisions of the 3rd edition of the General Conditions of Contract for Construction Works (the GCC 2015) shall have precedence over these provisions.</p>
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<p>Clause Number</p>	<p>Tender Data</p>
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PART T1.2:

F3.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. It's stated that such sealed envelope contains a bid and the description of the bid and or the contract reference number must appear on the envelope. 2. Bidders ensure compliance with their tax obligations. see MBD 2 (Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status). 3. Foreign suppliers complete the pre-award questionnaire in Part B Paragraph 4. the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C1.3 of this procurement document; 5. Bidders submit their detailed CURRENT Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document. 6. All prices include value added tax, bid prices excluding value added tax may not be considered. 7. A RECENT (60 DAYS) MUNICIPAL ACCOUNT OF THE PHYSICAL TRADING OFFICE ADDRESS of the bidder indicating that all accounts are in good standing; or, if the bidder is not liable for, and has no, municipal account, 8. A RECENT LEASE AGREEMENT clearly stating who is responsible for the municipal account and supported by documents indicating that all accounts are in good standing 9. NO CONFIRMATION LETTER / GENERAL AFFIDAVIT of a lease agreement / Renting will be accepted; 10. MUNICIPAL ACCOUNTS MUST also be submitted in cases where the owner/director of the business also acts as landlord of the business property and submitted a lease agreement also see listing criteria and MBD 6.1 in this bid document and 11. Bidders who have failed to submit and prove that all relevant accounts are in good standing will not be considered, such confirmation and supporting documents MUST NOT BE OLDER THAN 30 DAYS. 12. Bidder is also , in "good standing" with his/her municipal tax and service charge obligations (rates, water and lights accounts) and are in compliance with our Credit Control and Debt Collection Policy. Should a bidder fail to maintain this status after the contract is awarded; the Council may cancel this contract or make single or multiple deductions from any payment claims in terms of the contract to the amount equal to any outstanding amounts owed to the municipality. The bidder shall have no right whatsoever to claim damages resulting from such action. 13. Companies or bidders bidding as Joint venture have included their consolidated: <ul style="list-style-type: none"> • Joint Venture Agreement • The original, valid tax clearance certificate of all bidders • Joint B-BBEE certificate • MBD 2, 4, 8 & 9 are completed respectively by both parties and submitted as part of the bid document.
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Clause Number	Tender Data
	<p>14. No rectification/Correction fluid to be used on the tender document</p> <p>15. An Original B-BBEE Certificate or original Certified Copy accredited as per requirements in completed Returnable Schedules T2.2.Q Broad Based Black Economic Empowerment (B-BBEE) and T2.1. R Preference Points Claim (MBD 6.1) is included in this bid document to qualify for relevant points claimed as per MBD 6.1 schedule.</p> <p>16. The tenderer has attended the compulsory clarification (briefing) meeting</p> <p>17. Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>18. The tenderer has not:</p> <p style="padding-left: 40px;">i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>19. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>20. The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2003, issued in terms of the Occupational Health and Safety Act 1993, the necessary competencies and resources to carry out the work safely.</p> <p>21. The tenderer has registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>22. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 23. A copy of company registration certificate is submitted, and</p> <p>24. if the company or any of its directors has:</p> <ul style="list-style-type: none"> • Not committed a corrupt or fraudulent act during the procurement process or in the execution of the contract. <p>25. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p>
F.3.15 Complete adjudicator's contract	The selection of an adjudicator shall follow the following process should a dispute be raised:

TENDER DATA

PART T1.2:

Clause Number	Tender Data
	<p>a) The Tenderer selects and proposes five persons that would be acceptable to the Tenderer</p> <p>b) The Employer selects and proposes five persons that would be acceptable to the Employer</p> <p>c) The Employer and Tenderer then select three (3) persons from these names as the adjudicators whom will make up the Adjudication Board. Should there not be an acceptable adjudicator amongst those proposed; the dispute would be referred to arbitration.</p> <p>Adjudication shall follow the CIDB Adjudication Procedure. An adjudicator would be a person who is:</p> <ul style="list-style-type: none"> • Skilled and experienced in the type of work required by the contract • Preferably be older than 45 years • A senior engineering and/or construction industry person • Qualified in a technical, scientific or legal means by tertiary education • Able to listen carefully • Knows when his/her experience is inadequate and not be hesitant to call in specialist advice • Demonstrate administrative discipline and communication abilities (have access to electronic means of communication) • Able to understand the facts and the law. <p>The Adjudicator Board shall determine who is responsible for reimbursing the adjudicator's invoice for time, cost and expenses.</p> <p>The tenderer should note that the provisions of the General Conditions of Contract (2015) shall have precedence over these provisions.</p>
F.3.17 Copies of Contract	The Employer shall provide one signed copy of contract to the successful Tenderer.

CONTRACT NO: TECH/06/2025-26 RAPHUTI WATER RETICULATION

PART T1.3:

Standard Conditions of Tender

T1.3 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in the

Government Gazette No 38960, Board Notice 136 of 10 July 2015 (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Document, as "ANNEX C5 STANDARD CONDITIONS OF TENDER"

T1.4 Tender Evaluation

General

The tender evaluation shall follow the provisions of the Thabazimbi Local Municipality Supply Chain Management Policy as well as the provisions of "ANNEX C5.5 STANDARD CONDITIONS OF TENDER" (commonly referred to as Annex F).

SUPPLY CHAIN MANAGEMENT- EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Attendance of Tender Briefing and site inspection will be compulsory.
- Power of attorney / authority for signatory of JV
- Valid Tax Clearance attached (If JV, for Both) and SARS PIN
- CIDB Grading of 7 CE or HIGHER for the bid **TECH/06/2025-26**
- Form of offer Completed in figures and words
- Document filled in with a black pen
- All pages signed or initiated
- Certified copy of B-BBEE Certificate (If JV, certified copy of consolidated B-BBEE Certificates)
- Certified copies of CIPC Registration (If JV, for both)
- Certified ID Copies of all directors/members/shareholders of company/business/ (If JV, for Both)
- Proof of maintaining a business bank accounts or original cancelled cheque or originally Stamped bank confirmation (If JV, a joint venture business account should be provided)
- Signed and Initialized JV Agreement (if applicable)
- Letter of intent for Providing Guarantee must be from a Reputable Institution
- Original Letter of Good Standing with Compensation Commission (Compensation for Injuries and Disease Act)
- Occupational Health and Safety Plan
- Proof of Municipal Rates and Taxes/Letter from Tribal Authority/ Lease agreement must be attached/ or all directors/trustees/members (Not older than 3 months)
- No Price amendment without signature in the bills of quantity
- Certificate of non-collusion
- Completed and signed all MBD forms
- Submit audited statements (AFS)-Only where the tender amount exceeds R10Mil including vat)
- Non-Alteration to the bid document or submission of a copy of the original bid document will Amount to disqualification

NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE-MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED.

2. Functionality – Phase Two (75 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the **minimum qualifying** score of **60 points** for functionality.

2.1 Functionality Criteria

Criteria	Maximum points	Description of requirements	Number of Points to be Allocated	Points
Qualification of key personnel and company structure (CV, ID and Qualifications to be submitted)	20	Project/Contract manager has B-Tech Civil or BEng Civil Engineering or Higher with intensive Water Pipeline	7 or Higher years Exp	10
			5-6 years Exp	5
			3-4 years Exp	3
			1-2 years Exp	2
		Site Agent/Manager has ND Civil Engineering or Higher with Water Pipeline construction experience.	6 or Higher years Exp	7
			4-5 years Exp	4
Safety Officer has NQF level 2,3 and experience in construction and related works	1 or Higher years Exp	3		
Financial References	5	Letter of good standing from the financial institution	5	5
Company Experience on similar projects Letter of appointment and completion certificates of similar or larger projects within the last 5 years. Compulsory information-	35	5 points for each project completed Zero (0) similar project completed successfully One (1) similar project completed successfully Two (2) similar projects completed successfully	0 5 10 15	

project details to be provided Interpretation of Scope of Work Submission of a clear proposed project programme in a Gantt format (Programme is considered realistic and include main components and subcomponents and linkages)		Three (3) similar projects completed successfully Four (4) similar projects completed successfully	20	
		Five (5) similar projects completed successfully	25	
		Six (6) similar projects completed successfully	30	
		Good	5	
		Moderate	2.5	
		Poor	0	
		None		
Plant and Equipment (Registration certificates should be attached or intend to hire letter)	15	Excavator (20 Ton Minimum)	3 - Own 1.5 - Hired	
		Grader (140G or equivalent)	3 - Own 1.5 - Hired	
		Roller/ Compactor (Smooth)	3 - Own 1.5 - Hired	
		Tipper Trucks (6m ³ – 10m ³)	7 - Own 3.5- Hired	
		TLB (4x4)	2- Own 1- Hired	
Total Maximum Points	75			

Bidders obtaining a minimum of 60 points qualify for further evaluation

2.2 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

† EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Thabazimbi Local Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2011, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged **to accept the lowest bid**.

† **By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

PLEASE NOTE

† **The Municipal Manager may cancel a contract awarded to a person if:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

† **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Thabazimbi Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

2.3 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e., whether the rates are balanced, acceptable, etc).

- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on, Price and Preference points system

3 Business Registration

Prospective bidders shall be registered:

- (a) With the South African Revenue Services for all categories of taxes applicable to it.
- (b) With the Compensation Commissioner
- (c) With the Construction Industry Development Board. (Minimum grading **7 CE**).

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

- a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South Africa Revenue Services;
- b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (Minimum grading of **7 CE or HIGHER** is required);
- c) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) The bidder has not abused the Employer's Supply Chain Management System.
- e) The bidder has not failed to perform on any previous contract.
- f) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**.

PART T2: LIST OF RETURNABLE SCHEDULES

T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION

Completion of the following returnable documents bound in this Document is **COMPULSORY** and required for evaluation as outlined in the Tender Data under Clauses F.1.3.2. And F.2.23. Therefore, the tenderer must complete all of the returnable schedules and submit additional documentation as may be listed under all of the Items stated below:

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further Consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 1: INVITATION TO BID	Part T2.1. A	
MBD 2: TAX CLEARANCE REQUIREMENTS	FoPart T2.1. Cm RD A.1	
MBD 3.1 - PRICING SCHEDULE – FIRM PRICES	Part T2.1. D	
MBD 4 : DECLARATION OF INTEREST	Part T2.1. E	
CERTIFICATE OF AUTHORITY OF SIGNATORY	Part T2.1. F	
CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA	Part T2.1. G	
SCM 5 - MUNICIPAL RATES & CHARGES CLEARANCE CERTIFICATE	Part T2.1. K	
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	Part T2.1. L	
MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011	Part T2.1. M	
MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	Part T2.1. N	
ANNEXURE C – LOCAL CONTENT DECLARATION – SUMMARY SCHEDULE	Part T2.1. O	

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

ANNEXURE D – IMPORTED CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C	Part T2.1. P	
ANNEXURE E - LOCAL DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C	Part T2.1. Q	
SBD 7.1 - CONTRACT FORM - PURCHASE OF GOODS/WORKS	Part T2.1. R	
MBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES	Part T2.1. S	
SBD 8 : DECLARATION OF TENDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTISES	Part T2.1. T	
MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION	Part T2.1. U	
DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE	Part T2.1. V	
ORIGINAL CERTIFIED COPIES OF DIRECTORS/ MEMBERS/ TRUSTEES IDENTITY DOCUMENTS	Part T2.1. W	
COPIES OF COMPANY REGISTRATION DOCUMENTS	Part T2.1. X	
JOINT VENTURE COMMITMENT	Part T2.1. Y	

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

Note:

The words listed below will have the following meanings:

- **Compulsory:** Documentation or information that must be submitted with the tender (failing to submit any one of these expose the tender to being rejected),
- **Required for evaluation:** Assessment of returnable schedules and other additional documentation required to be submitted with the tender, will be used as part of the tender evaluation (non-submission does not qualify for outright dismissal as a non-responsive tender, although it might contribute to an overall recommendation for deemed being nonresponsive if the tender constitutes undue risk to the municipality)

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PART T2.1. A MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THABAZIMBI LOCAL MUNICIPALITY					
BID NUMBER:	TECH/06/2025-26	CLOSING DATE:	14 MAY 2026	CLOSING TIME:	12H00
DESCRIPTION	RAPHUTI WATER RETICULATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

Thabazimbi Local Municipality					
7 RIETBOK STREET					
THABAZIMBI					
0380					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM OFFICE	CONTACT PERSON	S. Thompson
CONTACT PERSON	BK Monyeki	TELEPHONE NUMBER	071 777 8640
TELEPHONE NUMBER	073 919 4602	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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

C MBD 2: TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT –

- 1) **Attach Original Valid Tax Clearance Certificate** as well as your Tax Compliance Status Letter
- 2) The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
- 3) In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

- 1) Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the taxpayer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
- 2) Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

The bidder (Name) Hereby grants THABAZIMBI LOCAL MUNICIPALITY

Permission to use the following TAX COMPLIANCE STATUS PIN NO

- 3) With reference to the following Tax reference Number.....
- 4) The bidder (Name) Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to THABAZIMBI LOCAL MUNICIPALITY on an on-going basis during the Contract Term.
- 5) A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide THABAZIMBI LOCAL MUNICIPALITY authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
- 6) A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
- 7) The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consist of a partnership and
- 8) A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

WITNESS 1

DATE:

WITNESS 2

DATE:

NB. To avoid disqualification this page (MBD2) must be fully completed and signed by two witnesses.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D MBD 3.1: PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder _____	Bid Number _____
Closing Time _____	Closing Date _____

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			** (ALL APPLICABLE TAXES INCLUDED)

- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
-
- Period required for delivery

*Delivery: Firm/Not firm

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

- Delivery basis

- Required by:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number: _____

3.3 Company Registration Number: _____

3.4 Tax Reference Number: _____

3.5 VAT _____ Registration _____ Number:

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

3.6.1 If so Furnish

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

3.7.1 If so, furnish particulars.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

3.8.1 If so, furnish particulars.

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

3.9.1 If so, furnish particulars.

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

3.10.1 If so, furnish particulars.

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

3.11 Are any spouse, child or parent of the company's directors, Managers, YES/ NO
principle shareholders or stakeholders in service of the state?

3.11.1 If so, furnish particulars.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

Name of Bidder:

Capacity:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1. F Certificate of Authority of Signatory

Signatories for closed corporations and companies **shall** confirm their authority by **attaching to this form** a duly signed and dated copy of the **relevant resolution** of their members or their board of directors, as the case may be, on the **organizations official stationary/letterhead**.

An example of a resolution for a company is shown below:

"By resolution of the board of directors passed on
20.....,

Mr./Ms.....

Has been duly authorized to sign all documents in connection with the
Tender No. TECH/06/2025-26 RAPHUTI WATER RETICULATION

And any Contract which may arise there from on behalf of

(NAME OF THE COMPANY IN BLOCK CAPITALS)
.....
.....

SIGNED BY ACCOUNTABLE OFFICER :

ON BEHALF OF COMPANY

IN HIS CAPACITY AS

DATE

SIGNATURE OF

DULY AUTHORIZED SIGNATORY

AS WITNESSES 1

2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1. G Certificate of Authority for Signatory of Joint Ventures And Consortia

This Returnable Schedule is to be completed by joint ventures. Additionally, a signed Joint Venture or Consortium undertaking must be provided and can be attached to this page.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration number:		Signature..... Name Designation.....
CIDB registration number:		Signature..... Name Designation.....
CIDB registration number:		Signature..... Name Designation.....
CIDB registration number:		Signature..... Name Designation.....

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Attach hereto (staple) the agreement or undertaking of the Joint Venture on the official stationery of the Joint Venture or the lead partner.

T2.1. H Certificate of Attendance of Clarification Meeting

NOTE: If the attendance register was signed at the clarification meeting, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

<i>If attendance register has been signed at the clarification meeting:</i>
<p>Name of person appearing on attendance register:</p> <p>Representative organization name on attendance register:</p>
<i>If the attendance register has not been signed at the clarification meeting.</i>
<p>This is to certify that I,, representative of (Tenderer) of (address)</p> <p>.....</p> <p>.....</p> <p>telephone number fax number e-mail</p> <p>attended the bid clarification meeting (date)</p> <p>.....</p> <p>in the company of (Employer's / Engineer's representative)</p> <p>EMPLOYER'S / ENGINEER'S REPRESENTATIVE:</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part T2.1: Page 49

Authorized Signatory:

T2.1. ICompulsory Enterprise Questionnaire

NOTE : If tendering as a Joint-Venture, complete this form for each partner separately.

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 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
Close corporation number Tax
reference number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 6: Record in the service of the state

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

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

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

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

*Insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

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

*Insert separate page if necessary

The undersigned, who warrants that he / she is duly 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;
- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed Date

Name Position

Enterprise name
(In the case of **Joint Venture**, the name of the **Lead Partner**)

In the case of Joint Venture:

Please find attached hereto (stapled) the Compulsory Enterprise Questionnaire of the following entities who are partners of this Joint Venture

1

2

3

Authorized Signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1. J Record of Addenda to Tender Documents

NOTE: IF NO ADDENDUM WAS RECEIVED INSERT “**NONE**” ACROSS THE TABLE

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.		

Attach additional pages if more space is required.

Authorized Signatory:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1. K CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

PART A - to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services.

OR

PART B - to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)	
Name of the Municipality: _____	
Property Physical Address: _____	
Company Registration Name: _____	
Official's Name: _____	Municipality Stamp Here
Signature: _____ Contact Details: _____	
Date: _____	
Please tick whether in arrears or up-to-date	
Rates and taxes: Up-to-date / in arrears for more than 3 months: R _____	
Water: Up-to-date / in arrears for more than 3 months: R _____	
Electricity: Up-to-date / in arrears for more than 3 months: R _____	
Refuse: Up-to-date / in arrears for more than 3 months: R _____	
Other services: Up-to-date / in arrears for more than 3 months: R _____	
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord: _____	
Property Physical Address: _____	
Company Registration Name: _____	
Landlord Signature: _____	
Date: _____	Landlord's business stamp here Or an Affidavit from SAPS (in the event the landlord does not have a business stamp)
Please tick whether up-to-date or in arrears	
Rental: Up-to-date / in arrears for more than 3 months: R _____	
Municipal services: Up-to-date / in arrears for more than 3 months: R _____	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NB: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NONRESPONSIVE

T2.1. L MBD 5: Declaration for Procurement Above R10 Million (VAT Included)

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

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

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

2.1 If no, this serves to certify that the bidder 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.

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars

.....
.....

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

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

4.1 If yes, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED

(NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

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

T2.1. M MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

2. GENERAL CONDITIONS

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

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE LEVEL	10
SPECIFIC GOALS	10
Total points	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

80/20
or
90/10

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS AND BBBEE POINTS

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

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

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

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

50% of the 20 and 10 points will be allocated to promote BBBEE as per scorecard and the remaining 50% to promote Specific Goal (Locality).

Table 1:

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

Points will be allocated in terms of the B-BBEE scorecard and Locality as follows:

B-BBEE Status Level of Contributor	Total Number of Points for scorecard (80/20)
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-Compliant contributor	0

SPECIFIC GOAL (LOCALITY)

No.	Requirement	No. of points
1 .80/20 Preference System	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of Thabazimbi Local Municipality	10
	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Thabazimbi Local Municipal Area	5

NB:

A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80 point formula for price; and scores 0 points for B-BBEE status level of contributor.

An enterprise that does not have an enterprise head office or primary place of business or regional or satellite office located within the boundaries of the Thabazimbi Local Municipal Area shall score 0 points for the specific goal of locality.

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

5. BID DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of Company/firm

5.2 Company registration number: TYPE
OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

T2.1. N MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 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)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (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, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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.

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

- 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).

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

- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means 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.

3. 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>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

Euro	
Yen	
Other	

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

- 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 Accounting Officer / Accounting Authority provide directives in this regard.

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

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.

- 1 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/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / 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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.1:

Annex D

**SATS
1286.2011**

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

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

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C 21

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

PART T2.1:

--	--

B. Imported directly by the Tenderer	Calculation of imported content		Summary
---	--	--	----------------

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer	Calculation of imported content		Summary
--	--	--	----------------

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

PART T2.1:

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3rd party	

D. Other foreign currency

payments

Calculation of foreign
currency payments

Summary of
payments

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

Local value of payments
(D51)

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

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

PART T2.1:

Signature of tenderer from Annex B

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

--

Annex C - C 23 must correspond with

Date: _____

T2.1. Q ANNEXURE E – LOCAL DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C

**SATS
1286.2011**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

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

PART T2.1:

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

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-	(Marketing, insurance, financing, interest etc.) up	
		(E13) Total local content	

This total must correspond with Annex C - C24

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

PART T2.1:

tenderer from Annex B

Signature of

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1. R MBD 7.1 - CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract; ii) General Conditions of Contract; and
 - iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) _____
CAPACITY _____
SIGNATURE _____
NAME OF FIRM _____
DATE _____

WITNESSES	
1.
2.
Date:

MBD 7.1 - CONTRACT FORM - PURCHASE OF GOODS/WORKS (CONTINUED)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT:..... ON

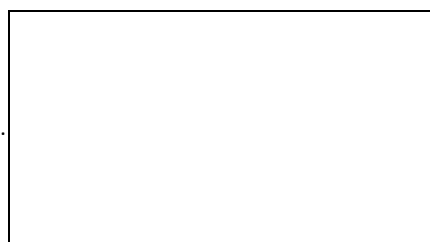
NAME (PRINT)

.....

SIGNATURE

WITNESSES

..... 1.



.....

OFFICIAL STAMP 2.

Date:

T2.1. S MBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

WITNESSES

CAPACITY

SIGNATURE

MBD 7.2

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

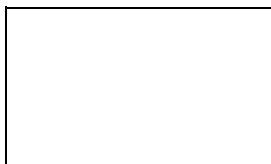
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

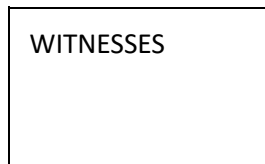
NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES



T2.1. T MBD 8 Declaration of Tenderer's Past Supply Chain Management Practices

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

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database 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 National Treasury after the Audi alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	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 Corruption Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).		

4.2.1	If so, furnish particulars:		
4.3	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?		
4.3.1	If so, furnish particulars:		
ITEM	QUESTION	YES	NO
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	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?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.1.U MBD 9 Certificate of Independent Bid Determination

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

THABAZIMBI LOCAL MUNICIPALITY
TENDER No.: TECH/06/2025-26
FOR: RAPHUTI WATER RETICULATION

(Bid Number and Description)

In response to the invitation for the bid made by:

THABAZIMBI LOCAL MUNICIPALITY
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the work "competitor" shall include any individual or organization other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be constructed as collusive bidding. (Joint Venture or Consortium means an association of persons for the purpose of combining

their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract).

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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or the awarding of the contract.
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No.89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No.12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.1.V Declaration Of Interest In Tender Of Persons In Service Of State

1) Is/was an employer/owner of the tenderer in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars.....

If so, state date of resignation.....

2) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars.....

3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph ii) is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars.....

4) Is an employer/owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?

YES	NO
-----	----

If so, state particulars.....

5) Are the tenderer or any of the members of the tendering entity involved in another entity for this particular tender?

YES	NO
-----	----

If so, state particulars.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender: Full
name (in BLOCK letters):

Signature:

Date:

:

T2.1. ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page **original certified** copy of the directors / members trustees identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

SIGNED ON BEHALF OF THE TENDERER:

.....

:

T2.1. X COPIES OF COMPANY REGISTRATION DOCUMENTS

The tenderer shall attach to this page copy of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

CK1: Founding Statement for a Close Corporation.

CK2: Amended founding statement for a Close Corporation.

CM1: Certificate of Incorporation for a company.

CM2: Memorandum of Association for a company.

CM9: Certificate of Change of name for a company.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

SIGNED ON BEHALF OF THE TENDERER:

.....

:

T2.1. Y JOINT VENTURE COMMITMENT

Tenderers who are Joint Ventures shall complete this form.

The commitment and type of work to be performed by the joint venture partner(s) shall be entered into the chart below:

JOINT VENTURE COMPANY NAME(S)	VALUE OF WORK TO BE ASSIGNED (R VALUE)	NATURE OF WORK TO BE ASSIGNED	PROPORTION HOLDING IN JV AGREEMENT (%)

JOINT VENTURES SHALL ATTACH THEIR JOINT VENTURE AGREEMENT TO THIS PAGE

SIGNED ON BEHALF OF THE TENDERER:
.....

T2.1. Z PROOF OF REGISTRATION WITH THE CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)
Combined CIDB Grading for Joint Venture / Consortium:			
(Calculator is available at https://registers.cidb.org.za/common/jvcalc.asp)			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.			
Person authorized to sign the tender:			
Full name (in BLOCK letters):			
Signature:			
Date:			

T2.1. ZA Compliance with OHSA (Act 85 of 1993)

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Tenderer familiar with the OHSA (ACT 85 of 1993) and its Regulations? **YES / NO**

1. Who will prepare the Tenderer's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

2. Does the Tenderer have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?

YES / NO

3. Does the Tenderer keep records of safety aspects of each construction site? If yes, what records are kept?

YES / NO

4. Does the Tenderer conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?

YES / NO

6. Does the Contractor have trained first aid employees? If yes, indicate, who.

YES / NO

5. Does the Tenderer have a safety officer in his employment, responsible for the overall safety of his company?
If yes, please explain his duties and provide a copy of his CV.

YES / NO

7. Does the Tenderer have a safety induction-training programme in place? (If yes, provide a copy)

YES / NO

Authorized Signatory:

T2.1.ZB Deviations and Qualifications

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions and clause F.2.12 of the Additional Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal	

Authorized Signatory:

T2.1. ZB RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a subcontract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e., national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1				
2				
3				
4				
5				
(Attach additional pages if more space is required.)				
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p>Person authorized to sign the tender: Full name (in BLOCK letters):</p> <p style="text-align: center;">Signature:</p> <p style="text-align: center;">Date:</p>				

T2.1. ZC Tenderer’s Proposal for Involvement of Local Contractor

The following is a statement by the tenderer for **local sub-contractor involvement** (Local means within the Thabazimbi Municipal area)

Company Name, CIDB Detail of Proposed Sub-Contractor and Value of Work (VAT incl)	Full Description of Scope of Work and Main Payment Items Associated therewith
Name: CIDB Grade: CIDB Reg No: Value of Work:	
Name: CIDB Grade: CIDB Reg No: Value of Work:	
Name: CIDB Grade: CIDB Reg No: Value of Work:	

Authorized Signatory:

T2.1. ZD Schedule of Proposed Subcontractors (OTHER than local)

Note: This schedule indicates the tenderer's appreciation of required expertise to be sourced from other contractors, or the indication to which extent the contractor wish to augment his own capacity or do outsourcing. The proposed LOCAL SUBCONTRACTORS shall be completed in the returnable schedule "T2.1.ZC: Tenderer's Proposal for Involvement of Local Contractor".

The total amount of work **sub-contracted shall not exceed 15%** of the total value of the contract (excluding specialist sub-contracts but including local sub-contractors).

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the general conditions of contract (GCC) for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.	Company: Contact: Tel No:	 (This is a specialist: Yes/No)*	
2.	Company: Contact: Tel No:	 (This is a specialist: Yes/No)*	
3.	Company: Contact: Tel No:	 (This is a specialist: Yes/No)*	
4.	Company: Contact: Tel No:	 (This is a specialist: Yes/No)*	

* Cross out which is inappropriate (or not applicable), e.g., to indicate "Yes" "(This is a specialist: Yes/No)*"

The definition of specialist in this context is restricted to work commonly not executed by a general contractor qualifying to tender on a project of this nature.

Authorized Signatory:

PART T2.1: *Returnable Schedules*

T2.1. ZE Schedule of Plant and Equipment (Page 1 of 2)

The following lists major items of relevant equipment that I / we presently **own or on lease** and will have available for this contract if my / our Tender is accepted. We also take cognizance of the stated quality criteria in this respect as set out in Annex C5.5

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

Quantity	Description, size, capacity, etc.	Production Rate Machine Items

Attach additional pages if more space is required.

Authorized Signatory:

T2.1. Schedule of the Tenderer’s Experience for Projects of Similar Size and Nature (Page 1 of 2)

The following is a statement of similar size of works successfully executed by myself / ourselves. We take cognizance of the quality criteria as set out in Annex C5.5

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

The tenderer shall attach hereto by stapling, the completion certificates of the projects claimed for experience as stated in Annex C5.5

Authorized Signatory:

T2.1. ZH Schedule of the Tenderer's Experience for Projects of Similar Size and Nature (Page 2 of 2)

Continued:			
Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

The tenderer shall attach hereto by stapling, the completion certificates of the projects claimed for experience as stated in Annex C5.5

Authorized

Signatory:

Returnable Schedules

T2.1. ZI Tenderer’s Schedule of Proposed Key Staff (Page 1 of 2)

We herewith list our proposed staff that will direct and execute the Works which list indicates qualifications, experience and proposed responsibilities on the contract should this tender be successful.

No	PROPOSED POSITION ON PROJECT	FULL NAME (i) Nominee and (ii) Alternative	HIGHEST RELEVANT QUALIFICATION	YEARS OF RELEVANT EXPERIENCE	GENERAL RESPONSIBILITY
1		(i)			
		(ii)			
2		(i)			
		(ii)			
3		(i)			
		(ii)			
4		(i)			
		(ii)			

The tender shall take cognizance of the provisions of Annex C5.5 Quality Offered

The tender shall attach hereto the Abbreviated Curriculum Vitae of the personnel offered to be assessed in the format provided at the end of Annex C5.5.

Authorized

Signatory:

CONTRACT NO:

TECH/06/2025-26

RAPHUTI WATER RETICULATION

PART T2.1:

Returnable Schedules

T2.1. ZJ Tenderer's Schedule of Proposed Key Staff (Page 2 of 2)

We herewith list our proposed staff that will direct and execute the Works which list indicates qualifications, experience and proposed responsibilities on the contract should this tender be successful.

No	PROPOSED POSITION ON PROJECT	FULL NAME (i) Nominee and (ii) Alternative	HIGHEST RELEVANT QUALIFICATION	YEARS OF RELEVANT EXPERIENCE	GENERAL RESPONSIBILITY
5		(i)			
		(ii)			
6		(i)			
		(ii)			
7		(i)			
		(ii)			
8		(i)			
		(ii)			

The tender shall take cognizance of the provisions of Annex C5.5 Quality Offered

The tender shall attach hereto the Abbreviated Curriculum Vitae of the personnel offered to be assessed in the format provided at the end of Annex C5.5.

Authorized Signatory:

T2.1. ZK Financial Reference (Bank Rating and Financial Ability)

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

2. AUTHORIZATION TO EMPLOYER TO INQUIRE AT BANK

I/We hereby authorize the Employer/Engineer to approach the banks listed below for a reference.

3. BANK REFERENCE

I/We furnish the following information:

a) Banker's name:

b) Banker's address:

.....

Telephone number: Code: Number:

c) Account Number:

d) **Bank Rating** (attach confirmation from bank or financial institution):

We hereby authorize the Employer to approach the above Bank for a reference.

Signed at On this.....day of 20....

Authorized Signatory:

Name of Authorized Signatory:

Name of Company:

As witnesses: 1 2

4. FINANCIAL ABILITY

We herewith acknowledge that it is the THABAZIMBI LOCAL MUNICIPALITY policy to withhold the surety from payment on the first six certificates as provisioned by Clause 6.2 of the amended General Conditions of Contract in the Contract Data section C1.2.

We take cognizance of the provisions in respect of tender evaluation for quality as set out in Annex C5.5.

Authorized Signatory:

T2.1. ZL Preliminary Programme

The Tenderer shall attach a preliminary programme, reflecting the proposed sequence and rate of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information provided in form for schedule of constructional plant, form for Schedule of estimated monthly expenditure, and with all other aspects of the Tender.

Note:

The preliminary programme is to be stapled onto this page.

We take cognizance of the provisions for tender evaluation in respect of quality as set out in Annex C5.5 which are also applicable on this information.

I hereby confirm that our preliminary programme has been stapled to this page.

Authorized Signatory:

T2.1. ZM Estimated Monthly Expenditure

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates. **The amount for Contingencies must not be included.**

Month	Value (Including VAT)
1.....	R.....
2.....	R.....
3.....	R.....
4.....	R.....
5.....	R.....
6.....	R.....
7.....	R.....
TOTAL	R.....

We take cognizance of the provisions for tender evaluation in respect of quality as set out in Annex C5.5 which are also applicable on this information.

Authorized Signatory:

T2.1. ZN B-BBEE Status Level Certificate

Attach to this page an Original and Valid B-BBEE (Broad Based Black Economic Empowerment) Status Level Certificate of:

- Main Contractor**

I hereby confirm that the required documentation as requested above has been attached to this page by staple.

Authorized Signatory:

T2.1. ZO Copy of Recent Tenderer’s Municipal Account

Attach a copy of a recent/current (not more than 60 DAYS) municipal account (rates and/or services) of the:

(a) Main Contractor

Note: The tenderer may also provide any other form of verification of physical address that can be accepted as legal proof of residency. Where residency is leased the owner or a director of the leasing company must verify the tenderer’s occupancy with a copy of the leasing agreement.

I hereby confirm that the required documentation as requested above has been attached to this page by staple.

Authorized Signatory:

T2.1. ZP Certificate of Non-Collusive Tender 1 In

The Case Of A Single Construction Concern:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done, and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;

- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;

- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:

T2.1.ZQ Certificate of Non-Collusive Tender (Continued) 2

In the Case of A Consortium Of Construction Concerns:

We certify that this is a bona fide tender.

We also certify that we have not done, and we undertake not to do any of the following at any

time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) Communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) Enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) Offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term “person” includes any persons, body of persons or association, whether corporate or not, the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term “person outside this consortium” means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid.[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

5.1. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

6. Definitions

- 6.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 6.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 6.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 6.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 6.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 6.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 6.7. **“local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 6.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 6.9. **“sub-contract”** means 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.

7. 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>
<u>STEEL PIPES</u>	<u>100 %</u>
<u>HDPE PIPES</u>	<u>100 %</u>
_____	_____ %

8. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

9. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number: (c)
Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

T2.1.ZR EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour-intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Contract Manager (NQF 7 Required)					

Site Agent (NQF 5 Required)					
Foreman (NQF 5 Required)					
Safety Officer (NQF 4 Required)					

(Attach documentary proof to this page)

T2.1.ZS STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture / Consortium	
Co-operative	

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
If the Tendering Entity is a:		Documentation to be submitted with the tender
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.

7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.
<p>Note:</p> <ol style="list-style-type: none"> 1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised 2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable. 		

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

T2.1.ZT CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

a) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

b) If the response to 2.(a.) is YES, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

- c) The tenderer should substantiate the information provided by submitting the following documentation:
- i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,
 - ii. Company profile indicating the tenderer's staff compliment, and
 - iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF	THE TOTAL FULL-	TOTAL	TOTAL GROSS ASSET
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	100	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	10	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000

MANUFACTURING			
Medium	100	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	10	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	100	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	10	R 5 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	100	R 51 mil	R 5 mil
Small	50	R 13 mil	R 1 mil
Very Small	10	R 5.1 mil	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	100	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	10	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	100	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	10	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	100	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	10	R 5.1 mil	R 1.9 mil
Micro	5		
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	100	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	10	R 3 mil	R 600 000
Micro	5		R 100 000
FINANCE & BUSINESS SERVICES			
Medium	100	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	10	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	100	R 13 mil	R 6 mil

Small	50	R 6 mil	R 3 mil
Very Small	10	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

T2.1. ZU COMPANY INFORMATION FOR TENDERS LARGER THAN R10 MILLION

- 1) The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
 - i. for the past three years; or
 - ii. Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

If so, state particulars.....
.....

- 2) Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars.....
.....

- 3) Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars.....
.....

- 4) Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars.....
.....

5) Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If so, state particulars.....

.....

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender: Full name (in BLOCK letters):

Signature:

Date:

T2.1. ZV LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted exactly as set out in the attached examples (See Section C1.3:

Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)	
Address:	
Signed:	
Name:	
Capacity:	
<i>On behalf of Tenderer (name of tenderer)</i>	
Date:	
CONFIRMED BY Surety's Authorised representative	
Signature(s):	
Name (print):	
Capacity	
<i>On behalf of Surety (Bank or Insurer)</i>	
Date:	

Note: Refer to Annexure to C1.3 Form of Guarantee for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

T2.1. ZW QUALITY MANAGEMENT PROCEDURES AND SYSTEMS

Briefly describe the construction quality systems incorporated by the tenderer in his organisation.

TYPE OF WORK	INTERNAL	EXTERNAL	NAME OF RESPONSIBLE COMPANY/PERSON (In case of a person provide qualifications and years' experience)
Survey: Setting out of the works and control			
Materials testing			
Additional quality systems			

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

.....

THABAZIMBI LOCAL MUNICIPALITY

Tender no: TECH/06/2025-26 FOR: RAPHUTI WATER RETICULATION

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

By the representative of the Tenderer, deemed to be duly 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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R..... (in figures).

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

For the Tenderer:

Signature and name of witness

Signature..... Capacity.....

Name.....

Date.....

Name and address of organization:

.....

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C5 above.

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

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

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

FOR THE EMPLOYER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1.

2.

Name and address of organization:

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

Schedule of Deviations Notes:

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

1 Subject

Details:

2 Subject

Details:

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

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

For the Tenderer:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

Name and address of organization

.....

.....

.....

..... Witness Signature

..... Witness Name

..... Date

CONFIRMATION OF RECEIPT

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

The (Day) Of (Month) 20..... (Year), At (Place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

C1.2 Contract Data

The 3rd edition of the General Conditions of Contract for Construction Works (the GCC 2015), published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, Private Bag C200, Halfway House, 1685 – the web site address is www.saice.org.za and the telephone number is Tel. 011-805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the variations; 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.

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

The content of the Contract Data are set out in the following order:

8. Variations to the General Conditions of Contract
9. Additional clauses to the General Conditions of Contract
10. Part1 : Contract Data completed by the Employer
11. Part2: Contract Data completed by the Contractor.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the General Conditions of Contract for Construction Works, Third Edition (2015), shall apply to this contract:

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
1.1.1 Definitions	<p>Add the following new sub-clause:</p> <p>1.1.1.34 <i>“Letter of Acceptance” means the written communication by the Employer to the Contractor recording the acceptance by the Employer of the Contractor’s Tender.</i></p>
1.2.1 Delivery of Notices	<p>Add the following new sub-clause:</p> <p>1.2.1.3 <i>Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i></p> <p>1.2.1.4 <i>Posted to the Contractor’s address and delivered by the postal authorities.</i></p> <p>1.2.1.5 <i>Delivered by a courier service and signed for by the recipient or his representative.</i></p>

1.3 General Provisions

Add the following new sub-clause:

1.3.6.1 The Employer may, in his sole discretion, provide technical support services to the Contractor. The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Engineer and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed.

1.3.6.1.1 In addition to his duties and functions in terms of 1.3.6.1, the Engineer will coordinate the work of the technical team providing the support services.

1.3.6.1.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour Intensive Construction Projects:

- i. Programming the execution of the works*
- ii. Interpretation of drawings, specifications and related contractual matters.*
- iii. Workforce structuring, employment and management.*
- iv. Guidance to expedite work progress/ improve productivity.*
- v. Setting out of works.*
- vi. Safety measures and legislation requirements.*

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p> <i>vii. Materials handling.</i> <i>viii. Tools and equipment needs. ix. Financial matters.</i> <i>x. Training requirements.</i> <i>xi. Security aspects. xii. Quality control systems</i> </p> <p> <i>1.3.6.1.3 The Materials Manager is responsible for the following functions which are described fully in the CESA document, Guideline Contract Specific Data C5 –Materials Procurement Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects on the Contract:</i> </p> <p> <i>i. Establishment of stores.</i> <i>ii. Determination of store administration procedures. iii. Determination of requirements of store staff. iv. Employment of store staff.</i> <i>v. Staff guidance, supervision and training.</i> <i>vi. Acquisition of materials. vii. Issue of materials.</i> <i>viii. Upholding of an assets register. ix. Insurance of assets.</i> </p> <p> <i>1.3.6.1.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to:</i> </p> <p> <i>i. Finance and dealing with banks.</i> <i>ii. Business management. iii. Contract management. iv. Procurement of materials and other required services. v. Technical and engineering.</i> <i>vi. Construction planning and management. vii. Fulfilling of statutory and tax obligations. viii. Labour and human resource guidance.</i> </p>

<p>4.3 Legal Provisions</p> <p>4.3.1 Compliance with applicable laws</p>	<p>Replace the sub-clause with the following:</p> <p><i>4.3.1.1 Wages and conditions of work:</i></p> <p><i>i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</i></p> <p><i>ii. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to</i></p>
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<p>CLAUSE / SUB-CLAUSE</p>	<p>VARIATION / ADDITION</p>
	<p><i>works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</i></p>
	<p><i>4.3.1.2 The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</i></p> <p><i>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</i></p> <p><i>4.3.1.3 Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the Local Municipality of Thabazimbi included in section C1.5.</i></p> <p><i>4.3.1.4 The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</i></p>

	<p>4.3.1.5 Contractor's Designer</p> <p><i>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract</i></p>
4.5 Notices and Fees	<p>Add the following new sub-clauses:</p> <p>4.5.5 <i>On the request of the Contractor, the Employer may, in his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</i></p>

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>4.5.6 <i>On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</i></p> <p><i>The Contractor shall provide proof to the Engineer of all payments effected by him.</i></p> <p><i>The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business.</i></p> <p><i>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</i></p>
4.8.2.2	<p>Add to the end of the paragraph the following text:</p> <p>"Any such claim from the Contractor would only be entertained if the implications which reasonably could be expected, of such an event be provided in writing prior to the event taking place"</p>
4.10.1 Contractor's employees	<p>Add the following sub-clause</p> <p>"4.10.3 Where it has been stated and specified in the Contract Data that the contractor will be monitored for labour intensive construction activities, the provisions of the particular specifications "PAYMENT FOR LABOUR BASED CONSTRUCTION", shall apply."</p>

4.11 Competent employees	<p>Add the following new sub-clause:</p> <p>4.11.3 <i>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may in his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</i></p>
5.3 Commencement of the Works	<p>5.3.1 Required documentation before the Commencement of the Works shall include, but not limited to the following:</p> <ul style="list-style-type: none"> • Performance Guarantee, • Insurance of the Works/ All Risk Insurance, • Letter of Good Standing, • Health and Safety Plan • Programme of Works, • Cash Flow Forecast, and

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<ul style="list-style-type: none"> • Company Organogram <p>5.3.2 Documentation referred to in Clause 5.3.1, should be submitted within 14 days of appointment of the Contractor.</p>

5.12 Extension of time for Practical Completion

Add the following new sub-clause

5.12.2.5 *Critical path provision*

A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.

5.12.2.6 *Extension of time due to abnormal rainfall*

Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied, otherwise Method 2 shall apply.

Method 1: Rainfall formula method

The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.

Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:

$$V = \frac{(R_w - N_n) + \overline{R_n}}{X}$$

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

If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.

The symbols shall have the following meaning:

V = Extension of time in calendar days in respect of the calendar month under consideration

CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<p>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>R_w = Actual rainfall in mm for the calendar month under consideration.</p> <p>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</p> <p>R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</p> <p>X = 20 unless otherwise provided in the Project Specifications</p> <p>Y = 10 unless otherwise provided in the Project Specifications</p>

The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.

The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance

for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.

Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.

This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with SubClause (42.5 Critical Path Provision) hereof.

Method 2: Expected delay method

The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with SubClause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</p>

	<p>Add the following new sub-clause</p> <p>5.12.2.7 The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at: Rainfall Station: Thabazimbi (0587725CX) Years of record: 2009 – 2019</p>		
	<p>Month</p>	<p>Average rainfall for calendar month Rn</p>	<p>Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn</p>
		(mm)	(days)
January		73.2	9.2
February		46.1	6.6
March		63.1	8
April		14.6	3.8
May		5.8	1.2
June		6.8	0.3
July		0	0
August		0.1	0.3
September		5.7	1
October		12.5	4.2
November		13.4	5.3
December		62.5	11.5
6.1 Payment to Contractor	<p>Add the following new sub-clause:</p> <p>6.1.2 <i>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works</i></p>		

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
	<p><i>are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i></p> <p>6.1.3 <i>The Contractor shall be paid at Thabazimbi in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the THABAZIMBI LOCAL MUNICIPALITY, unless otherwise stated in the Data provided by Employer.</i></p>

6.2 Security	Add the following new sub-clause: <i>6.2.4 As an alternative to a guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit except that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i>
6.2.1 – 6.2.3	Replace the following in the sub-clauses: <i>Bank</i> replace with <i>Bank or Insurance Company</i>
6.10.4	Add the following to the sub-clause: “The Contractor shall deliver a valid tax invoice which must include the following additional information (over and above the information required for a valid tax invoice): e) The banking details into which the money is to be transferred by the Employer (Name of bank, branch name, branch number, account number and name of account holder), Signed by the authorized representative (or representatives if multiple signatures are required for a Joint Venture).”
6.11	Replace 15% with 20% for variation limit.
8.4.1.1	Add to the end of the paragraph the following text: “Hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to noncompliance with the Occupational Health and Safety Act (Act 85 of 1993), and”
8.6	Add the following sub-clause: “8.6.1.6 The Contractor and Sub-contractors shall effect and maintain at their own cost insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID) (Act 130 of 1993)”.

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
8.6.6 Contractor to produce proof of payment	The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with all its obligations in terms of this clause.

9.2.1 Termination by the employer	<u>Replace</u> the sub-clause with the following: <i>9.2.1.3.7 The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.</i>
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Part 1: Contract Data completed by the Employer

Clause of GCC 2015	Details
1.1.1.13	The Defects Liability Period is 12 months from the date of issuing Certificate of Completion.
1.1.1.14	The time for completion of this Contract (i.e., Tender TECH/06/2025-26.) is 08 months. The time for completion includes the year end break and Statutory public holidays
1.1.1.26	The Pricing Strategy is Re-measurement Contract
1.1.1.15	The name of the Employer is Thabazimbi Local Municipality
1.2.1.2	The Employer 's address for receipt of communication is: Thabazimbi Local Municipality, 7 Rietbok Street, Thabazimbi Private Bag X530, Thabazimbi, 0380
1.1.1.16	The name of the Engineer is: Phamela Engineering Services Pty Ltd
1.2.1.2	The address of the Engineer is: of Name: Phamela Engineering Services Pty Ltd Address: 90 Schoeman street Polokwane 0699 Tel: 010 880 0138
3.2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties according to the following Clauses of the General Conditions of Contract: 1 Clause 6.3.2: The issuing of a variation orders. 2 Clause 5.11: Suspend the progress of the works. 3 Clause 5.13.2: The reduction of a penalty for delay. 4 Clause 6.8.4: The determination of additional or reduced costs arising from changes in legislation. 5 Clause 10.1.5: The giving of a ruling on a contractor's claim and the agreeing of an extension to the 28 days period.
4.11.1	"The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

	$V = \frac{Rw - Rn}{(Nw - Nn) + \left(\frac{Rw - Rn}{x}\right)}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>N_n = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records</p> <p>R_w = Actual recorded rainfall for the calendar month</p> <p>R_n = Average rainfall for the calendar month, as derived from existing rainfall records x = 20</p> <p>The factor (N_w - N_n) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (R_w - R_n)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p>
5.3.1 Commencement of the works	<ul style="list-style-type: none"> • Shall be the date the site is handed over to the Contractor.
5.6 Program of the Works	The time to deliver the Programme of Works is 14 (Fourteen) days after receipt of the Letter of Acceptance.
5.8.1 Non-Working Times	<ul style="list-style-type: none"> • Non-working days are Sundays. • The special non-working days are: <ul style="list-style-type: none"> □ Statutory public holidays □ Annual builders' holiday (which commences on 15 December 2026 and ends on 06 January 2027).
5.13.1 Penalty for delay	<p>The penalty for failing to complete the Works is 0.05% of the Contract Price per calendar day.</p> <p>A pro-rata amount would be applied for failing to achieve Practical Completion for portions of Works (if applicable).</p>
5.14.7 Different dates on Practical Completion	There will be no separate Practical Completion Dates on this Contract

5.16.3 Latent Defect Liability	The latent defect period for civil works is 10 years .
6.2 Guarantee	<p>A security guarantee is permitted.</p> <ul style="list-style-type: none"> • The time to deliver the Form of Guarantee is 14 (Fourteen) days after receipt of the Letter of Acceptance.

	<ul style="list-style-type: none"> • The liability of the guarantee shall be for 10 (Ten) % of the Contract Price, excluding contingencies and VAT.
6.2.	A Retention Money Guarantee is not permitted.
6.5.1.2.3	The maximum percentage allowance to cover overhead charges is 15%.
6.8.2	<p>Contract Price Adjustment (CPA) will be applicable and will be applied as follows:</p> <p>The value of the payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule – this will be for all items excepting those mentioned as special items below (in subclause 6.8.3). The applicable factors are:</p> <p style="text-align: center;">$x = 0.10$; $a_1 = 0.12$ (Labour); $a_2 = 0.03$ (Local Labour); $b = 0.20$ (Plant); $c = 0.55$ (Material); and $d = 0.10$ (Fuel) as per tables indicated in GCC.</p> <p>The base month is the month prior to the month in which the tender closes. The base rate for Local Labour will be the minimum of R180/day.</p>
6.8.3	<p>The special materials variation is applicable for this contract and will be for structural steel as described below.</p> <p>Special adjustment for steel pipe and steel pipe bends for the pipeline (excludes steel special fittings (e.g., flanged tees, VJ couplings, etc.): Use SEIFSA CPA with following factors:</p> <p style="text-align: center;">$x = 0.10$; $a = 0.2$ (as per Table C3 for Labour); $b = 0.15$ (Plant); $c = 0.55$ (as per Table E-A Hot Rolled Steel Coils for Material); $d = 0.10$ (as per L Road Freight Costs In lieu of Fuel)</p> <p>The base month is the month prior to the month in which the tender closes.</p>
6.10.1.5	Percentage advance on materials not yet built into the Permanent Works is permitted at 80% of invoiced value.
6.10.3	The limit of retention money is 10(Ten) % of the Contract Price excl. Contingencies & Vat.

6.10.4	Payments to a Joint Venture will only be made upon receipt of documentation signed by all the joint venture parties confirming the full details to whom the payment is to be made out and the full details to what bank account it is to be paid into. A pro-forma blank invoice that would be used is to be included.
8.6.1	Insurances to be effected,
8.6.1.1	The Contract Price,
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R0-00.
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.
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.
8.6.1.3	The limit of indemnity for liability insurance is R 5 000 000 per claim.
10.5.3	The number of Adjudication Board Members to be appointed is three (3).
10.7.1	The determination of disputes shall be by Court of Law.

Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR

<p>Clause of GCC 2015 3rd Ed</p>	<p>Details</p>		
<p>1.1.1.9</p>	<p>The name of the Contractor is.</p>		
<p>1.2.1.2</p>	<p>The physical address and details of the Contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Email Address:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p>		
<p>6.3 Value of variations 6.5.1.2.3</p>	<p>The percentage allowance to cover overhead charges is _____ %.</p>		
<p>6.8 Adjustment in prices 6.8.3</p>	<p>• The variation in cost of special materials is</p>		
	<p>Type of material</p>	<p>Unit</p>	<p>Base Rate or Price</p>

C1.3 FORM OF GUARANTEES

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

**PRO FORMA
PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means: Physical
address:

“Employer” means:

“Contractor” means:

“Employer's Agent” means:
.....

“Works” means:

“Site” means:

“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.

“Contract Sum” means: The accepted amount inclusive of tax of R
Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R
Amount in words:

Type of Performance Guarantee: “Fixed” (Insert Variable or Fixed)

“Expiry Date” means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 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 3.2.2;

- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:
 - 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
 - 3.3.2 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 3.3; and
 - 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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) **C1.4.**

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This form is to be completed by the successful Tenderer after the contract has been awarded

This agreement is mandatory for all contractors appointed by the Thabazimbi Local Municipality or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE CONTRACTOR:

Herein represented by:

In his capacity asBeing duly authorized hereto hereinafter referred to as "Contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

And the THABAZIMBI LOCAL MUNICIPALITY

(Hereinafter referred to as the “Council”)

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the “Contractor” as defined in the “Principal Contract” Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure “A”.
- 1.4 **COUNCIL** Means the Thabazimbi Local Municipality
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the “Principle Contract” and whereas the “Contractor” agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor’s obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts though those officials or persons who are generally or specifically charge with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

11. The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
12. The Health Act 63 of 1977.
- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 3.1.10 The Labour Relations Act 66 of 1995.
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
- 3.1.13 Standards Act 29 of 1993.

3.1.14 Any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".

1.1.1 Any other health and safety standard prescribed by the "Council".

3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.

3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

3.4 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the “Principal Contract”.

3.5 The “Contractor” shall and hereby indemnifies the “Council” against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the “Principal Contract” and due to any act or omission of the “Contractor”, his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

4.1 The “Council” requires a high standard of safe work performance from all employees and expects that the standard be maintained by the “Contractor” within the “Council’s” jurisdictional area or on its premises.

4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the “Contractor” in rendering services or indemnify the “Contractor” from any legal responsibility to ensure healthy and safe work circumstances.

4.3 The “Council” shall assist the “Contractor” in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

5.1 When power or air driven machines or equipment, electrical apparatus or pipelines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.

5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.

6.2 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead

work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

- a. An agreement was concluded with the “Council”.
- b. Approval has been obtained from the “Council” to perform the work.
- c. All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AN FENCING

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc. without the written permission of “Council” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.

- a) Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.

8.2 In exceptional cases, where tools and equipment belonging to “Council” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “Council” for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

9.1 Before any excavations commence, written permission must be obtained from “Council” to confirm the location of existing electrical cables, water pipes, etc.

9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.

9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:

1. SA Red Cross Association;
2. St Johns Ambulance;
3. SA First Aid League; or
4. A person or organization approved by the Chief inspector for this purpose.

10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

11. FLAMMABLE LIQUIDS

11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all lawsuits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Council" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.

14.2 The "Council" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to "Council" anything deemed to be unhealthy and/or unsafe and that he undertakes to advise his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Council" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Council", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Council".

17. CONFIDENTIALITY

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Council".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “Council” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “Council” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Council” against any or all liability which may be incurred by the “Council” as a result of the omission of the “Contractor”, his employees, subcontractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Council” may have incurred as a consequence of any criminal charges or other proceedings pending against or involving the “Council” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Council” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Council”, upon demand, all costs and expenses incurred by “Council”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Council” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. “CONTRACTOR” IDENTIFICATION BOARD

23.1 The “Contractor” shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done
- The contact number and name of the person representing the “Contractor”
- The contact number and name of the person representing “Council”

24. ACKNOWLEDGEMENT

24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26. REMARKS

THE CONTRACTOR

SIGNED AT: ON THIS: DAY OF 20.....

THE CONTRACTOR

WITNESSES:

.....

1.

2.....

THE COUNCIL

SIGNED AT ON THIS DAY OF

THE COUNCIL

WITNESSES:

.....

1.

2.....

(a) INDEMNITY CERTIFICATE

Contractor:

Employer: Thabazimbi Local Municipality (the "Council")

Contract:

I/we, hereafter the "Contractor".

The "Contractor" hereby indemnifies the Thabazimbi Local Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS, done and signed at on this..... Day of 20.....

WITNESSES:

1.
.....
CONTRACTOR

2.
.....
COUNCIL

R 2

REVENUE STAMP

ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized heretorepresenting

.....Contractors, acknowledge receipt

Of a copy of the Thabazimbi Local Municipality’s safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT: ON..... 20.....

I: Accept the abovementioned appointment and declare that I am familiar with the contents of the Thabazimbi Local Municipality’s Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

SIGNED AT: ON: 20.....

SIGNATURE:

WITNESSES: 1

2

A copy of this certificate shall be submitted to the “Council” before any work commences.

R 2

REVENUE STAMP

C1.5 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company /
organisation)

of _____

_____ (address) and

_____ (name of company /
organisation)

of _____

_____ (address) (the Parties)

and

_____ (name of
Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

¹ Delete as necessary

² Delete as necessary

SIGNED by: _____

SIGNED by: _____

SIGNED by: _____

Name: _____

Name: _____

Name: _____

who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of

who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of

the Adjudicator in the presence of

Witness Name:

Witness: Name

Witness: Name:

Address:

Address:

Address:

Date:

Date:

Date:

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____ This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ³ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

³ Delete as necessary

PART C2: PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work, as well as the various Project Specifications and Particular Specifications. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.
2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)

W/day = Work Day

For the purposes of this Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Amount : The product of the quantity and the rate tendered for an item

Lump sum : An amount tendered for an item, the extent of which is described in the Bills of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

Prov and PC sum : Refer to clause 6.6 of the General Conditions of Contract (2015)

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the tenderer would do the work

Unit : The unit of measurement for each item of work as defined in the Standard Specifications or the Project Specifications

3. Unless otherwise stated, items are measured net and to line and level in accordance with the specifications and drawings, and no allowance is made for waste or work done inadvertently off the lines or levels within tolerances.

The quantities set out in the Bill of Quantities are approximate quantities. The quantities of work accepted and certified for payment, will be used to determine payments to the Contractor (not the quantities given in the Bill of Quantities).

The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment. Work will be valued at the rates or lump sums tendered, subject only to the provisions of the General Conditions of Contract and the Standard Specifications.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short headings and abbreviated descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items and shall not be used to determine the Scope of Work or provisions for payment. The actual provisions regarding the extent of the work entailed under each item and other provisions appear in the Scope of Work referring to the standard and particular specifications. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
11. Those parts of the contract which could be constructed using labour-intensive methods were not marked in the Bills of Quantities with the letters LIC in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LIC are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labourintensive specification in the Scope of Works.
12. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labourintensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
13. The item numbers in the Schedule of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to payment items described under Portion 2 of the Project Specifications.
14. The Tenderer shall complete the Schedule of Quantities in **black ink**.

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.1	PSA 8.3	FIXED CHARGE AND VALUE RELATED ITEMS:				
		<i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
1.1		Contractual Requirements:				
1.1.1	PSA 8.3.1	Fixed charge contractual requirements.	Sum	1.00		
1.1.2	PSA 8.3.1	Value related contractual requirements.	Sum	1.00		
1.2		Facilities for Engineer:				
1.2.1	PSA 8.3.2.1 a	Furnished office	Sum	1.00		
1.2.2	PSA 8.3.2.1 b	Telephone	Sum	1.00		
1.2.3	PSA 8.3.2.1 c	Name board(1 No)	Sum	1.00		
		Provision of safety equipment for the use by the Engineer.				
1.2.4		i) 2 x Sets of steel pointed safety shoes	Sum	1		
1.2.5		ii) 2 x Sets of safety jackets and vests	Sum	1		
1.2.6		iii) 2 x Sets of hard hats	Sum	1		
1.3		Facilities for Contractor:				
1.3.1	PSA 8.3.2.2 a	Offices and storage sheds	Sum	1.00		
1.3.2	PSA 8.3.2.2 b	Workshops	Sum			Rate Only
1.3.3	PSA 8.3.2.2 c	Laboratories	Sum			Rate Only
1.3.4	PSA 8.3.2.2 d	Living accommodation	Sum	1.00		
1.3.5	PSA 8.3.2.2 e	Ablution and latrine facilities	Sum	1.00		
1.3.6	PSA 8.3.2.2 f	Tools and equipment	Sum	1.00		
1.3.7	PSA 8.3.2.2 g	Water supplies, electric power and communications	Sum	1.00		
1.3.8	PSA 8.3.2.2 h	Dealing with water	Sum	1.00		
1.3.9	PSA 8.3.2.2 i	Access	Sum	1.00		
1.3.10	PSA 8.3.2.2 j	Plant	Sum	1.00		
1.3.11	PSA 14.2 a	Materials on site storage and protection.	Sum	1.00		
1.3.12	PSA 14.2 b	Accommodation of traffic.	Sum	1.00		
1.4	PSA 8.3.3	Other Fixed Charge Obligations:	Sum	1.00		
1.5	PSA 8.3.4	Removal of Site Establishment:	Sum	1.00		
1.6	PS A 8.5	Sum Stated Provisionally by Engineer				
1.6.1		Occupation Health and Safety				
1.6.1.1	PS A 8.3.5.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act contractual Regulations	Prov. Sum	1.00	35 000.00	R 35 000.00
1.6.1.2	PS A 8.3.5.2	Occupational,health and Safety act	Prov. Sum	1.00	10 000.00	R 10 000.00
		Overheads, charges and profit on item 1.6.1.1 + 1.6.1.2	%	45 000.00		
TOTAL SCHEDULE A - SECTION 1 CARRIED TO SUMMARY:						

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ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.2		TIME RELATED ITEMS:				
		<i>(As specified in SABS 1200 A, SABS 1200 AB and the Project Specifications.)</i>				
2.1		Contractual Requirements:				
2.1.1	8.4.1	Time related contractual requirements.	Month	8.00		
2.2		Facilities for Engineer:				
2.2.1	PS A 8.4.2.1 a	Furnished office	Month	8.00		
2.2.2	PS A 8.4.2.1 a	Telephone	Month	8.00		
2.2.3	PS A 8.4.2.1 c	Name board(1 No)	Month	8.00		
2.3		Facilities for Contractor:				
2.3.1	PS A 8.4.2.2 a	Offices and storage sheds.	Month	8.00		
2.3.2	PS A 8.4.2.2 b	Workshops.	Month	8.00		
2.3.3	PS A 8.4.2.2 c	Laboratories.	Month	8.00		
2.3.4	PS A 8.4.2.2 d	Living accommodation.	Month	8.00		
2.3.5	PS A 8.4.2.2 e	Ablution and latrine facilities.	Month	8.00		
2.3.6	PS A 8.4.2.2 f	Tools and equipment.	Month	8.00		
2.3.7	PS A 8.4.2.2 g	Water supplies, electric power and communications.	Month	8.00		
2.3.8	PS A 8.4.2.2 h	Dealing with water.	Month	8.00		
2.3.9	PS A 8.4.2.2 i	Access.	Month	8.00		
2.3.10	PS A 8.4.2.2 j	Plant.	Month	8.00		
2.4	PS A 8.4.3	Supervision for Duration of the Contract:	Month	8.00		
2.5	PS A 8.4.4	Overhead Costs for the Duration of the Contract:	Month	8.00		
2.6	PS A 8.4.5	Other Time Related Obligations:	Month	8.00		
2.7	PSA 8.5	Environmental Management (Monthly Audits):	Month	8.00		
2.8	PSA 8.5	Occupational Health and Safety Agent (Monthly Audits):	Month	8.00		
2.9	PSA 8.7	Social Consultant	Sum	1.00		Rate Only
		Overheads, charges and profit on item 2,9	%	Rate Only		
TOTAL SCHEDULE A - SECTION 2 CARRIED TO SUMMARY:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.3		PROVISIONAL SUMS:				
		<i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
3.1		Community Liaison Officer:				
3.1.1	PS A 8.5 (a)1	Provision for the employment of CLO.	Prov. Sum	1.00	56000.00	R 56 000.00
3.1.2		Overheads, charges and profit on item 3.1.1.	%	56 000.00		
		c) Provision of local labour PPE	Prov. Sum	1.00	25000.00	R 25 000.00
		d) Overhead,charges and profit on item above	%			
3.2		PSC Attendance at Site Meeting:				
3.2.1	PS A 8.5 (a)2	Provision for the attendance of PSC members.	Prov. Sum	1.00	19200.00	R 19 200.00
3.2.2		Overheads, charges and profit on item 3.2.1.	%	19 200.00		
	8.8	Temporary Works				
3.4		Existing Services:				
3.4.1	PS A 8.8.4	a) Provision for relocation/protection of existing services.	Prov. Sum	1.00	25000.00	R 25 000.00
3.4.2	PS A 8.8.4	b)Overheads, charges and profit on item 3.4.1.	%	25 000.00		
		c) Provision for SANRAL Wayleave application	Sum	1.00		
3.5	8.5 b	Routine Tests required by Engineer:				
3.5.1	PSA 14.5 i	Provision for routine tests.	Prov. Sum	1.00	12500.00	R 12 500.00
3.5.2	PSA 14.5 j	Overheads, charges and profit on item 3.5.1.	%	12 500.00		
3.6	PS A 8.5 b	Removal of existing pipework	m	255		
3.7	B8.6	Provision for refurbishment of storage reservoir	Sum			Rate Only
3.8	B8.7	Provision for cleaning & sterilizing the storage tank	Prov. Sum	1.00	16500.00	Rate Only
3.9	B8.8	Provision for supply & installation of booster pump	Sum			Rate Only
3.10	B8.9	Overheads, charges and profit on item 3.5.1.	%			
TOTAL SCHEDULE A - SECTION 3 CARRIED TO SUMMARY:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A.5		DAYWORK:				
		<i>(As specified in SABS 1200 A and the Project Specifications.)</i>				
5.1	PS A8.7	Labour - Normal Working Hours: [Provisional]				
5.1.1		Skilled Labour (Artisan).	hr	32.00		Rate Only
5.1.2		Semi-skilled Labour.	hr	32.00		Rate Only
5.1.3		Unskilled Labour.	hr	32.00		Rate Only
5.1.4		Foreman.	hr	32.00		Rate Only
5.1.5		Extra-over rate for items 5.1.1 to 5.1.4 for work during non working hours.	%			Rate Only
5.2	8.7	Plant - Heavy Equipment: [Provisional]				
		<i>(Plant shall not be more than 3 years old or have more than 3000 hrs logged. Operator to be qualified and competency certified.)</i>				
5.2.1		Excavator - Size Cat 225.	hr	32.00		Rate Only
5.2.2		Excavator - TLB.	hr	32.00		Rate Only
5.2.3		Grader 140G or similar.	hr	32.00		Rate Only
5.2.4		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr	32.00		Rate Only
5.2.5		Front end loader - bucket capacity ≤ 1.5 m ³ .	hr	32.00		Rate Only
5.2.6		Tip truck - 5 m ³ capacity.	hr	32.00		Rate Only
5.2.7		Tip truck - 10 m ³ capacity.	hr	32.00		Rate Only
5.2.8		Vibratory compaction roller - 13.5 ton.	hr	32.00		Rate Only
5.3.9		Transport cost per any unit of plant to deliver to site and remove from site for items 5.3.1 to 5.3.8	Sum			Rate Only
5.3	8.7	Plant - Small Equipment: [Provisional]				
5.3.1		Pedestrian roller - BW90 or similar.	hr	32.00		Rate Only
5.3.2		Vibratory plate compactor.	hr	32.00		Rate Only
5.3.3		Vibratory rammer.	hr	32.00		Rate Only
5.3.4		Transport cost per any unit of plant to deliver to site and remove from site for items 5.4.1 to 5.4.3.	Sum			Rate Only
TOTAL SCHEDULE A - SECTION 5 CARRIED TO SUMMARY:						

SECTION 1: EARTHWORKS FOR PIPE TRENCHES						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
DB.1		EARTHWORKS: PIPE TRENCHES <i>(As specified in SABS 1200 DB and the Project Specifications.)</i>				
1.1	PSDB 8.3.2	Excavation				
1.1.1		a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material.	m	11 302		
1.1.2		b) 1. Extra-over items 1.2.1 for excavation in intermediate material.	m	150		
1.1.3		c) 2. Excavate in all materials for trench depths up to 1000 mm, 800 mm wide. (Hard Excavation).	m	3 391		
1.1.4		d) 3. Extra-over items 1.2.2 for hand excavation and backfill where ordered by engineer.	m ³	200		
1.1.5		e) Spoil unsuitable backfill material.	m ³	542		
1.2	PSDB 8.3.2 d	Excavation using Labour Intensive Methods:				
1.2.1		Extra-over Item 1.2.1 for excavation in soft material using labour intensive methods.	m	565		
1.2.2		Extra-over Item 1.2.2 for excavation in soft material using labour intensive methods.	m			Rate Only
1.2.3		Extra-over Item 1.2.3 for excavation in soft material using labour intensive methods.	m			Rate Only
1.2.4		Extra-over Item 1.2.4 for excavation in intermediate material using labour intensive methods.	m ³	565		
1.2.5		Extra-over Item 1.2.6 for excavate and dispose of unsuitable material using labour intensive methods.	m ³			Rate Only
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

SECTION 1: EARTHWORKS FOR PIPE TRENCHES						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE DB - SECTION 1 BROUGHT FORWARD:						R -
DB.2		EARTHWORKS: (Continues)				
		<i>(As specified in SABS 1200 DB and the Project Specifications.)</i>				
2.1	PSDB 8.3.2	Backfill and Compaction:				
2.1.1		Backfill and compact trenches using labour intensive methods.	m ³	7 685.36		
2.1.2		Dispose of surplus excavated material.	m ³			Rate Only
2.2	PSDB 8.3.3	Excavation Ancillaries;				
2.2.1	PSDB 8.3.3.1	Make up deficiency in backfill material (Provisional)				
2.2.1.1		(a) from other necessary excavations on site.	m ³			Rate Only
2.2.1.2		(b) Import from designated borrow pits.	m ³			Rate Only
2.2.1.3		(c) importing from commercial or off site source selected by the contractor.	m	2 305.61		
2.2.2	PSDB 8.3.3.2	Opening and closing designated borrow pits.	Prov. Sum	1.00		
2.2.2.1	PSDB 8.3.3.3	Compaction within road reserve to 90 % of Modified AASHTO density clause 5.7.1.	m ³			Rate Only
2.2.3	PSDB 8.3.3.4	Overhaul:				
2.2.3.1		b) Overhaul in excess of the free-haul of 3.0 km.	m ³ -km			Rate Only
2.3	PSDB 8.3.5	Existing Services:				
2.3.1		a) Services that intersect a trench.	No.			Rate Only
		b) Removal and Reinsting Road Crossing 0,6m X 12m	m ²	672.00		
TOTAL SCHEDULE B - SECTION 1 CARRIED TO SUMMARY:						

SECTION 2: PIPE BEDDING						
ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
LB		BEDDING: <i>(As specified in SABS 1200 LB and the Project Specifications.)</i>				
2.1	PSLB 8.2.1	Provision of Bedding from Trench Excavations: <i>(Bedding to be Class C for flexible pipes as indicated in the contract drawings)</i>				
2.1.1		a) Provision of bedding from pipe trench excavation within 1.0 km, using selected granular material.	m ³	678.12		
2.1.2		b) Provision of bedding from pipe trench excavation within 1.0 km, using selected fill material.	m ³	339.06		
2.2	PSLB 8.2.2	Imported Bedding Material: <i>(Bedding to be Class C for flexible pipes as indicated in the contract drawings)</i>				
2.2.1		a) Provision of bedding imported from designated borrow pit using selected granular material.	m ³	120.00		
2.2.2		b) Provision of bedding imported from designated borrow pit using selected fill material.	m ³	80.00		Rate Only
2.3	PSLB 8.2.4	Encasing of Pipes in concrete Class A, 19mm stone ,25MPA reinforced & mass concrete: Encasement of pipe through stream crossings, Rate shall include formwork, mixing and placing of concrete(5m ³) and Gabbions (10m ³)	m ³	156		
2.4	PSLB 8.2.5	Overhaul:				
2.4.1		a) Overhaul of material for bedding from trench excavations. Free-haul distance is 1.0 km.				
2.4.2		b) Overhaul of material for bedding from designated borrow pit. Free-haul distance is 5.0 km.	m ³ -km	200.00		Rate Only
TOTAL SCHEDULE B - SECTION 2 CARRIED TO SUMMARY:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
L		MEDIUM PRESSURE PIPES:				
		<i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3.1	8.2.1	Supply, Lay and Bed uPVC Pipes Complete with Couplings				
		<i>(The rates shall include disinfecting of pipes after completion of hydraulic pipe test.)</i>				
3.1.2		75 mm uPVC medium pressure pipes - Class 12.	m	6 902.00		
3.1.3		90 mm uPVC medium pressure pipes - Class 12	m	2 100.00		
3.1.4		110 mm uPVC medium pressure pipes - Class 12	m	95.00		
3.1.5		160 mm uPVC medium pressure pipes - Class 12	m	990.00		
		200 mm uPVC medium pressure pipes - Class 12	m	1 215.00		
3.2	PSL 8.2.2	Fittings and Specials - uPVC Laying Bends:				
		<i>(Extra-over rate to Items 3.1.1 to 3.1.6.)</i>				
3.2.1		200 mm uPVC:				
3.2.1.1		uPVC bends less than 25 degree angle.	No.	69.00		
3.2.1.2		uPVC bends with 45 degree angle.	No.	30.00		
3.2.1.3		uPVC bends with 90 degree angle.	No.	30.00		
3.2.1		160 mm uPVC:				
3.2.1.1		uPVC bends less than 25 degree angle.	No.	3.00		
3.2.1.2		uPVC bends with 45 degree angle.	No.	6.00		
3.2.1.3		uPVC bends with 90 degree angle.	No.	10.00		
3.2.2		110 mm uPVC:				
3.2.2.1		uPVC bends less than 25 degree angle.	No.	2.00		
3.2.2.2		uPVC bends with 45 degree angle.	No.	2.00		
3.2.2.3		uPVC bends with 90 degree angle.	No.	2.00		
3.2.3		90 mm uPVC:				
3.2.3.1		uPVC bends less than 25 degree angle.	No.	30.00		
3.2.3.2		uPVC bends with 45 degree angle.	No.	25.00		
3.2.3.3		uPVC bends with 90 degree angle.	No.	20.00		
3.2.4		75 mm uPVC:				
3.2.4.1		uPVC bends less than 25 degree angle.	No.	90.00		
3.2.4.2		uPVC bends with 45 degree angle.	No.	40.00		
3.2.4.3		uPVC bends with 90 degree angle.	No.	20.00		
3.3	8.2.2	Specials and Fittings - Cast Iron Equal Tees:				
		<i>(Bitumen dipped and LAYING sockets on all sides all to SABS 546 and SABS 966.)</i>				
3.3.2		75 mm dia.	No.	50.00		
3.3.3		90 mm dia	No.	30.00		
3.3.4		110 mm dia	No.	2.00		
3.3.5		160 mm dia	No.	3.00		
3.3.6		200 mm dia	No.	35.00		
	B8.2.3	Supply, lay and bed and test the following				
		200 mm galvanized steel pipes	m	400.00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		MEDIUM PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3.4	PSL 8.2.2	Specials and Fittings - uPVC End Caps:				
3.4.2		75 mm dia.	No.	60.00		
3.4.3		90 mm dia.	No.	45.00		
3.4.4		110 mm dia.	No.			Rate Only
3.4.5		160 mm dia.	No.	3.00		
3.4.6		200 mm dia.	No.	13.00		
3.5	PSL 8.2.2	Specials and Fittings - Flange Adaptors: <i>(Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flange drilled to SABS 1123, Table 16.)</i>				
3.5.2		75 mm dia.	No.	60.00		
3.5.3		90 mm dia.	No.	45.00		
3.5.4		110 mm dia.	No.	0.00		Rate Only
3.5.5		160 mm dia.	No.	2.00		
3.5.6		200 mm dia.	No.	13.00		
3.7		Specials and Fittings - Cast Iron Scour Tees: <i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 100 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.7.1		63 mm dia.	No.	0.00		Rate Only
3.7.2		75 mm dia.	No.	15.00		
3.7.3		90 mm dia.	No.	1.00		
3.7.4		110 mm dia.	No.	0.00		
3.7.5		160 mm dia.	No.	2.00		Rate Only
3.7.6		200 mm dia.	No.	2.00		
3.8		Specials and Fittings - Elbows: <i>(Cast iron scour tee, Bitumen dipped and LYNG sockets to SABS 546 and SABS 966 with flanged branch, 100 mm dia, drilled to SABS 1123, Table 16.)</i>				
3.8.1		63 mm dia.	No.	0.00		Rate Only
3.8.2		75 mm dia.	No.	16.00		
3.8.3		90 mm dia.	No.	9.00		
3.8.4		110 mm dia.	No.	0.00		
3.8.5		160 mm dia.	No.	5.00		
3.8.6		200 mm dia.	No.	12.00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		MEDIUM PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
3.9	PSL 8.2.5	SPECIAL AND FITTINGS -VALVES:				
3.9.1		Specials and Fittings - Air Valve: <i>(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 50 mm gate valve) or similar approved</i>				
3.9.1.1		160 mm Air Valve	No.	1.00		
3.9.1.2		110 mm Air Valve	No.	0.00		Rate Only
3.9.1.3		90 mm Air Valve	No.	5.00		
3.9.1.4		75 mm Air Valve	No.	15.00		Rate Only
3.9.1.4		63 mm Air Valve	No.	0.00		Rate Only
3.9.2		Specials and Fittings - Scour Valve: <i>(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 50 mm gate valve) or similar approved</i>				
3.9.2.1		160 mm	No.	2.00		Rate Only
3.9.2.2		110 mm	No.	1.00		Rate Only
3.9.2.3		90 mm	No.	2.00		
3.9.2.4		75 mm	No.	10.00		
3.9.2.5		63 mm	No.			Rate Only
3.9.3		Specials and Fittings - Isolation Valve: <i>(Vent O' Mat SERIES RBX with screwed BSP male inlet, or similar. Complete with flange, barrel nipple, and 50 mm gate valve)/similar approved</i>				
3.9.3.1		160 mm Isolation Valve	No.	14.00		
3.9.3.2		110 mm Isolation Valve	No.	25.00		Rate Only
3.9.3.3		90 mm Isolation Valve	No.	11.00		
3.9.3.4		75 mm Isolation Valve	No.	16.00		
3.9.3.5		63 mm Isolation Valve	No.	0.00		Rate Only
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SUB-TOTAL SCHEDULE B - SECTION 3 BROUGHT FORWARD:						
L		MEDIUM PRESSURE PIPES: <i>(As specified in SABS 1200 L, SABS 1200 GA and the Project Specifications.)</i>				
4.00	8.2.5	Pipe Specials - Galvanised:				
4.2		63mm - 160 mm dia air valve chamber vent as per details.	No.	35.00		
3.11	PSL 8.2.11	Thrust Blocks:				
3.11.2		Concrete volume 0,5m ³ - 1	No.	25.00		
		Concrete pipe line markers as per details.	No.	113.02		
3.12	PSL 8.2.13	Valve Chambers:				
3.12.1		Valve chamber - As per detail complete including excavation, materials, plant, labour and incidentals, as per detail drawings.	No.	16.00		
3.12.2		Extra-over Item 3.15.1 for depth increments of 250 mm.	No.	15.00		Rate Only
3.13	PSL 8.2.1	Manholes as per Drawings				
3.13.1		a) 550 mm x 550 mm Fabricated manhole not exceeding 1.5m with cover and frame, galvanised	No.			Rate Only
		b) Extra -over for manhole of the depth exceeding 1.5m	No.			Rate Only
		Fire Hydrants				
		Fire Hydrants: Supply and install Fire hydrant, including cutting pipes, T-piece and other required				
		a) 75 mm Diameter	No	39.00		
		a) 90 mm Diameter	No	1.00		
		b) 110 mm Diameter	No	0.00		
		c) 160 mm Diameter	No	1.00		
		d) 200 mm Diameter	No	7.00		
		Saddles (Plasson or Similar Approved) for PVC-U Pipes (PN12)				
		a) 75mm Diameter	No	405.00		
		a) 90mm Diameter	No	125.00		
		b) 110mm Diameter	No	2.00		
		c) 160mm Diameter	No	5.00		
		d) 200mm Diameter	No	36.00		
		Metered Erf/Yard Connections	No.	573.00		
SUB-TOTAL SCHEDULE B - SECTION 3 CARRIED FORWARD:						

ITEM NUMBER	PAYMENT CLAUSE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
6.1		BOREHOLE EQUIPMENT				
		Borehole 1				
6.1.1		Removal of existing pump in borehole	No	8		
6.1.1		Supply, deliver, install and commission of submersible units complete (with standard equipment).	No	8		
6.1.2		Supply and install complete as per drawing a concrete pump house as per DWS requirements including information plate	No	4		
6.1.3		Supply, deliver and install 1.8m high Pallisade fence complete with razor sharp wires	m	320		
6.1.4		Supply, deliver and install heavy duty steel fabricated entrance gate	No	4		
7,1		Electrification of Borehole				
7,1,1		Electrification of Boreholes & Reverse osmosis treatment Plant	Prov/Sum	1	R 210 000	R 210 000.00
8.1		Equipping & Testing (Specialised Works)				
8.1.1		Establishment of all equipment to site, rotary percussionn drilling	Sum	1		
8.1.2		Preparation of borehole and setting up	No	4		
8.1.3		Borehole Drilling (165 mm Dia)	m	120		
8.1.4		Reaming on 165mm - 254mm	m	120		
8.1.5		Steel Casing	m	120		
8.1.6		uPVC Casing (Supply and installation-200 mm OD Dia Solid Casing)	m	120		
8.1.7		Borehole Marking(40mm x 20mm x 1m)	No	4		
9.1		Borehole Yield Testing				
9.1.1		Installation and removal of test pump	No	2		
9.1.1		Laying of discharge hose	No	4		
9.1.3		Constant discharge test (24 Hr)	Hr	24		
9.1.4		Recovery testing (24 Hr)	Hr	24		
9.1.5		Borehole disinfection	No	4		
9.2		Data Recording and Report	No	4		
9.3		Water level monitoring at observation boreholes	Hr	16		
9.4		Removal and Re-Installation of existing pumps (Submersible pumps)	No	8		
8.1		Electrification of Borehole				
8.1.1		Refurbishment borehole electrical components	Sum	1		
8.1.2		Supply, install and commissioning of 2 X11 l/s reverse osmosis treatment plant complete	Sum	1		
TOTAL SECTION 200 CARRIED TO SUMMARY						

SUMMARY SCHEDULE OF QUANTITIES		
RAPHUTI WATER RETICULATION		
SCHEDULE	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL - FIXED CHARGE AND VALUE RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - TIME RELATED OBLIGATIONS	
A	PRELIMINARY AND GENERAL - PROVISIONAL SUMS	
A	PRELIMINARY AND GENERAL - DAYWORK	
C	SITE CLEARANCE	
DB	EARTHWORKS FOR PIPE TRENCHES	
LB	PIPE BEDDING	
L	MEDIUM PRESSURE PIPELINES AND ANCILLARIES	
PME	EQUIPPING OF BOREHOLES AND ANCILLARY WORKS	
H	STEEL BALANCING TANK	
D	STRUCTURED TRAINING	
SUB-TOTAL:		
CONTINGENCIES@ 10%:		
SUB-TOTAL:		
ADD 15% VAT:		
TOTAL CONSTRUCTION AMOUNT:		

PART C3: SCOPE OF WORK

C3: SCOPE OF WORKS

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C3.1: DESCRIPTION OF WORKS

C3.1.1 Employers Objectives

The Employer's objective is to provide a reliable, sustainable, and safe potable water supply to the Raphuti area through the upgrading and expansion of groundwater abstraction, treatment, storage, and water reticulation infrastructure.

C3.1.2 Overview of the Works

The works comprise the equipping, electrification, commissioning, and integration of existing and new boreholes into a bulk water supply system, including treatment, storage, and distribution infrastructure.

The project includes the supply, installation, testing, and commissioning of a reverse osmosis water treatment plant, rising mains, distribution and reticulation pipelines, a balancing ground steel tank, and metered yard connections. The works further include all associated pipeline ancillaries, approvals, and wayleave applications required for the successful completion of the project.

The Contractor shall supply all labour, materials, plant, equipment, supervision, and services necessary to complete the works in accordance with the Contract, applicable standards, and the requirements of the Employer.

C3.1.3 Scope of the Works

The scope of works will include but is not limited to the following works:

- Equip, house, electrify and commission existing boreholes (BH1 and BH2).
- Equip, electrify and commission boreholes (H30-0129 and H30-0130).
- Supply, install and commissioning of 2 X11 l/s reverse osmosis treatment plant complete with all its accessories including electrification.
- Supply and installation of water lines as follows:
 - 75mm Ø uPVC class 16 rising main for 1.202 Km.
 - 110mm Ø uPVC class 16 rising main for 95 m.
 - 160 mm Ø uPVC class 16 rising main for 990 m.
 - 200 mm Ø uPVC class 16 rising main for 1.215 Km.
 - 90 mm Ø uPVC class 12 distribution lines for 2.1 Km
 - 75mm Ø uPVC class 12 reticulation pipeline for 5.7 Km.
- Sanral wayleave application.
- Supply and installation of a 116 Kl balancing ground steel tank.
- Supply and installation of 573-metered yard connections.
- Pipe line ancillaries (valves and meters).

C3.1.4 Location of the Works

The project will be implemented within Thabazimbi Local Municipality at Raphuthi village.

The project is located ±51km from Thabazimbi town. The accessible via R516 from Bela-Bela town to Thabazimbi. It is accessible via R516 (from Thabazimbi to Bela-Bela town).

WARD 4

Latitude : 24°54'35"S Longitude: 27°38'25"E

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Works designed by, per design stage:

Concept, feasibility, and overall process	Employer
Basic engineering and detail layouts to bid stage	Employer's Agent/Engineer
Final design to be approved for construction stage	Employer's Agent/Engineer
Temporary works	Contractor
Preparation of as-built drawings	Employer's Agent/Engineer

- (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 and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings and records.
- (d) **The design of the works has been completed by the employer's agent and the contractor shall be supplied with three sets of the drawings. The contractor's further obligations are but not limited to the following:**

- Search for and locate erf pegs or on instruction of the engineer appoint a registered land surveyor to re-establish erf pegs to use for setting out purposes.
- Determine and survey the exact position of any existing services identified or indicated on the wayleave issued or as instructed by the engineer.
- Determine, in consultation with the engineer, a detailed construction methodology indicating the plant to be used and present to the engineer for acceptance.
- Determine the exact positions of existing infrastructure and prepare dimensioned details of each node and/or chamber. The engineer or his authorized representative will work in conjunction with the contractor.
- Determine, in consultation with the engineer, any amendments to the drawings and/or temporary works that need to be implemented to construct the works as planned.
- Certain fittings may have to be measured and/or manufactured on site.

The contractor shall keep accurate records for the compilation of as-built drawings which he will make available to the engineer as required.

C3.2.2 Employer's design

Not applicable

C3.2.3 Design brief

Engineer will be responsible for the design of the project. Contractor will be responsible for the temporary works and accommodation of traffic.

C3.2.4 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures

C3.3.1.1 Requirements

C3.3.1.1.1 Employment of unskilled and semi-skilled labour in Labour Intensive Construction works

1. Requirements for the sourcing and engagement of labour

1.1.1 Unskilled and semi-skilled labour require for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.2 Tasks by the Contractor must be such that:

(a) The average worker completes 5 tasks per week in 40 hours or less; and (b) the weakest worker completes 5 tasks per week in 55 hours or less.

- 1.3 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.2.
- 1.4 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
- (a) Where the head of the household has less than a primary school education;
 - (b) That have less than one full time person earning an income;
 - (c) Where subsistence agriculture is the source of income;
 - (d) Those who are not in receipt of any social security pension income.
- 1.5 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- (a) 55% women;
 - (b) 55% youth who are between the ages of 18 and 35; and (c) 2% persons with disabilities.

2. Specific provisions pertaining to SANS 1914-5

2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

2.2 Contract participation goals

2.2.1 The specified contract participation goal for the contract is 30% of the Contract Value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of Clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

2.4 Variations to SANS 1914-5

2.4.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

2.4.2 The schedule referred to in Clause 5.2 of SANS 1914-5 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal

trainings provided to targeted labour.

3. Training of targeted labour

- 3.1 The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 3.2 The cost of the formal training of targeted labour must be included on the total of the Prices.
- 3.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 3.4 An allowance equal to 100 % of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 3.3 above.
- 3.5 Proof of compliance with the requirements of 3.2 to 3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.3.1.1.2 Appointment of Community Liaison Officer

- 1. A community liaison officer (CLO) will be appointed from the local community. The liaison office will, amongst other duties, be responsible for the liaison with the beneficiary community.
- 2. Provision for the payment of the CLO has been made available in the Pricing Data.
- 3. The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor with a Community Liaison Officer (CLO) for liaison with the recipient community.
- 4. The CLO shall attend all site and other meetings concerning the project.
- 5. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = R 6000 per month (including Telephone cost of R250/ month)

- 6. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

7. Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for as set out above.
8. Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.
9. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.
10. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

C3.3.1.2 Resource standard pertaining to targeted procurement

State the number, title, part, and edition of SANS 1914 targeted procurement applicable to the contract and all data, variations and definitions required e.g., definitions of target groups, weighting factors, etc. (Refer to SANS 10396 for specific guidance).

C3.3.2 Subcontracting

C3.3.2.1 Scope of mandatory subcontract works

A minimum of 30% of the Construction value, excluding contingencies, Ps&Gs and VAT shall be towards the employment of local labour, subcontractors and suppliers.

The Contractor can use his/her own discretion to determine where and how the specified minimum percentage as stipulated is achieved and shall provide documentary proof to substantiate his/her claim.

The Contractor will be required to submit a statement with each payment certificate indicating where and how this requirement has been met. Sanctions will be imposed on the Contractor in the form of a financial penalty equal to the difference between the actual and minimum percentage.

Preference will be given to contractors and suppliers located within the boundaries of Thabazimbi.

Expenditure which is claimable is:

- Payments for the contract which is made to labourers, sub-contractors, material suppliers, fuel suppliers, training providers, caterers, transport services, plant hire, laboratory services, surveyors and the like which are wholly or partially owned by one or more historically disadvantaged individuals (HDI).

For payments made to service providers which are not 100% HDI owned, only the amount of the payment as a proportion of the percentage HDI ownership shall be claimable as community retained earnings.

If, at the completion of the project, the contractor has not yet shown that he/she has complied with this condition then the shortfall of the specified minimum percentage shall be withheld from the final payment due to the contractor.

C3.3.2.2 Preferred subcontractors/suppliers

Not applicable

C3.3.2.3

Subcontracting procedures

The Contractor shall provide enterprise declarations for each sub-contractor employed on site and shall provide documentary proof of all payments made to subcontractors to substantiate any claims. Preference shall be given to sub-contractors residing in the immediate project area.

C3.3.2.4 Attendance on subcontractors

The Contractor shall provide on-site assistance and support to local sub-contractors as appropriate.

C3.3.3 Local Labour and Training

The Contractor shall limit the utilisation of his permanent employed personnel to key personnel such as contracts managers, site agents, foremen, supervisors, plant operators, materials & survey technicians, trainers, buyers, store men and the like should such expertise not be available from the local area. The contractor shall make maximum use of human resources existing in the local community/area. The bidder shall apply to the employment labour desk, conveyed by the ward committee for details of those labourers who are available in the area of work and shall provide preference to those labourers identified.

The Contractor shall comply with the relevant laws governing the employment, accommodation and transport of labour. All matters affecting the contractor's labour force shall be the sole responsibility of the contractor.

Formal structured training of labour in certain fields has to be undertaken, preferable in the first two months of the project. The training requirements/needs will be determined by the contractor in consultation with the engineer, employer and CLO.

The Contractor shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the Engineer in the event of:

- a) the unavailability of sufficient numbers of local labourers to execute the work;
- b) the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the contractor shall prove to the satisfaction of the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Contractor shall maintain accurate and comprehensive daily records of all labour engaged on the bid and shall submit to the Engineer at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

C3.3.4 COMMUNITY LIAISON OFFICER (CLO)

a) Appointment

The Contractor shall if instructed to do so appoint a Liaison Officer or Officers after consultation with the local community, the Engineer and the Employer. The Liaison Officer(s) shall be appointed as a member **of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment.** The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

b) Duties for the Liaison Officer

The Liaison Officer(s) shall

- (i) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
- (ii) determine, in consultation with the Contractor, the needs of the temporary Labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions;
- (iii) communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skills;
- (iv) assist in maintaining relations, and when applicable partake in labourer grievance and dispute procedures;
- (v) assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register;
- (vi) attend all meetings in which the local community and/or labourers are present or are required to be represented;
- (vii) assist in the identification, and screening of labourers from the local community in accordance with the Contractor's requirements;
- (viii) inform temporary labourers of their conditions of temporary employment, and inform temporary labourers as early as possible when their period of employment will be terminated;
- (ix) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (x) keep a daily written record of his interviews and community liaison activities;
- (xi) carry out specific tasks ordered by the Engineer;
- (xii) perform such other duties as required and agreed upon between all parties concerned.

C3.4 PARTICULAR SPECIFICATION, VARIATION AND ADDITIONS TO THE SABS 1200 SPECIFICATIONS

C3.4.1 Works specifications

C3.4.1 SABS 1200 STANDARDIZED SPECIFICATIONS

VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardised Specifications as referred to in the main Portion of this document apply to this Tender. An amendment to SABS 1200 is indicated by the prefix “PS”. The letters and numbers following these prefixes respectively indicate the relevant specification and clause numbers in SABS 1200 to which it applies.

The following specifications have been amended

Annex	SABS 1200	Project Specification Reference	Description
C3.4.1.1 A	A	PSA	GENERAL
C3.4.1.2 C	C	PSC	SITE CLEARANCE
C3.4.1.3 DB	DB	PSDB	EARTHWORKS (PIPE TRENCHES)
C3.4.1.4 G	G	PSG	CONCRETE (STRUCTURAL)
C3.4.1.5 L	L	PSL	MEDIUM PRESSURE PIPELINES
C3.4.1.5 LB	LB	PSLB	BEDDING (PIPES)
C3.4.1.7 LK	LK	PSLK	VALVE INSTALLATIONS

PSA GENERAL ANNEX C3.4.1.1 A

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

Add the following:

“Where labour-based construction methods are applied, the meanings of the following words will be applicable to this Contract:

Task	- a fixed quantify of work, activity, or operation.
Worker	- any person working in an elementary occupation on a labour-based construction project
Daily task	- a task that is required to be completed within a working day.
Task remuneration (order)	- remuneration as paid for a completed task or job (order). - work in which a worker is paid a fixed rate for performing
Task based work a task	
Task rated worker	- a worker paid based on the number of tasks completed
Time rated worker	- a worker paid based on the length of time worked
Daily rate	- the remuneration of a day's work.
Daily wage	- see daily rate
Daily task remuneration	- the remuneration for a completed daily task.
Labour intensive construction	- the economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available, thus the effective substitution of labour for equipment.”

PSA 2.7 SPECIFICATION DRAWINGS

Add the following:

“Any specification drawings that are part of this project issued as part of the tender

documentation or after contract award will be the basis for this Contract. Where such specification drawings depict items and standard structures according to layouts and details differing from those

shown in the Standardised Specifications, the layouts and details shown in the drawings shall be adopted.”

PSA 3 MATERIALS

PSA 3.1 QUALITY

Add the following:

“All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.”

Add the following subclauses:

“PSA 3.3 SUPPLY OF MATERIALS

The Contractor will be responsible to supply all the materials necessary for the proper execution of the works. The Contractor shall also be fully responsible for quality of materials used and/or installed.

The quantities of material set out in the Schedule of Quantities were determined with the best intention of providing the most accurate amounts as possible from the calculations, design drawings and documentation. These quantities must be considered as approximate quantities only and the Contractor must verify the quantities from site measurements prior to ordering the material. No liability will be attached to the Employer or his representatives in respect of materials ordered incorrectly from the amounts, or the specifications as stated in the Schedule of Quantities.

PSA 3.4 MATERIALS SUPPLIED BY THE EMPLOYER

Materials designated in the tender documents to be supplied by the Employer shall not be obtained from any other source than the Employer. The Contractor shall make timeous requisitions for any such material in writing to the Engineer. A proper method of requesting, receiving and stock control shall be maintained by the Contractor.

The onus shall be entirely on the Contractor to ensure that only material of an acceptable quality is accepted for building into the Works.”

PSA 4 PLANT

PSA 4.2 **CONTRACTOR’S OFFICES, STORES AND SERVICES**

Add the following:

“The Contractor’s offices, sheds, stores and designated camp site shall be kept neat at all

times and be fenced off properly. Personnel may not reside on the site without written approval from the Employer.

One suitable toilet per 10 workers shall be supplied in proximity of the site (offices and the Works area). The toilets shall be maintained in a sanitary method at all times.”

Add the following sub clauses:

“PSA 4.3 RESTRICTION ON THE USE OF PLANT

This Contract is a labour-intensive construction project.

Should labour intensive construction not be a requirement, the Employer however requests the Contractor to engage in as much as possible labour-intensive construction methods as possible, as the work is being done in an area where poverty is rife.

The principles of the Expanded Public Works Programme would be applicable to this Contract where labour intensive practises are followed (whether LIC is a requirement or not). The following applicable SANS documentation would inter alia apply as well:

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

SANS 1914-5: Part 5: Participation of targeted labour

The Contractor shall use only hand tools and equipment in the construction of those portions(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA 4.4 SILENCING OF PLANT

The applicable regulations pertaining to noise and hearing conservation as provided for under the Occupational Health and Safety Act (Act No 85 of 1993 or amended) shall be adhered to. The Contractor shall implement all necessary steps to comply with the act at no additional cost other than which is included in the tendered rates.

PSA 5 CONSTRUCTION

PSA 5.1 SETTING OUT THE WORKS

PSA 5.1.3 Setting Out of the Works Add the

following:

“The Contractor shall verify at his own cost the accuracy of the pegs or benchmarks pointed out as being available for use to set out the Works. Any discrepancies must be reported to the Engineer in writing.

All pegs or benchmarks which are damaged during the Contract which were not in the direct way of the construction of the Works shall be replaced by a competent surveyor (or Land Surveyor if the positions were determined by a Land Surveyor in the first place) at the Contractor’s own cost.

Where labour-intensive works are applicable, the Contractor shall also be responsible for

the setting out of daily tasks.”

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following:

“The Contractor shall ascertain the presence and exact position of all known services before any work commences by suitable means. The measurement and payment for such work will be based on the effective location of such services by a competent Contractor with suitable equipment for the relevant service. Damage to any known service must be repaired at the Contractor’s own cost.

Unknown services or the suspicion of services must be clarified prior to any work being done in the vicinity. If the Contractor does not take appropriate measures to locate such services, any repair of damage shall be at the Contractor’s cost.

Protection of services during construction must be done. It will be expected that all reasonable measures are implemented to safeguard any exposed service. Before any exposed service is closed, the Engineer must inspect the position and provide written approval for the service to be closed. The closure of any existing service must at least be of equal (or better) standard than what the original cover was.

Alterations and repairs to existing services must be done to a standard that is at least equal or better than the original. The relevant authority for each service must be informed of all activities regarding activity to such a service and ultimate written acceptance of any work done to such a service must be obtained from the specific authority by the Contractor.

The Employer will not accept any responsibility or liability for damage done to any service whether it is a known or an unknown service.”

PSA 5.7 SAFETY

Add the following:

“The Contractor shall comply with all the latest regulations regarding the health and safety aspects on the Site of Works. The following aspects are highlighted, but does not limit the Contractor’s obligations in any way:

Provide the Employees on site with all the necessary safety materials, clothing, masks, and equipment to ensure at least full compliance with the provisions of the latest amendment of the Occupational Health and Safety Act (Act 85 of 1993). Appropriate and effective measures must be instituted on site to ensure proper use of such equipment and clothing

Provide, erect, and maintain all barricades, safety signage and other measures to ensure safety of the Employees as well as the public

Keep all relevant and required safety measure records available on site at all times

Ensure that subcontractors adhere to the requirements regarding health and safety at all times.

Add the following sub clause:

PSA 5.9 SITE MEETINGS

The Contractor shall make available a suitable venue on site for the purposes of holding regular site meetings. These site meetings will generally be held once a month and will be attended by the Employer (and his representatives). These site meetings will be held to minute general progress, quality of work, problems experienced, claims, payments, safety, variations, etc. and will specifically not address day-to-day matters.

The Contractor shall ensure that an authorised person with sufficient authority (usually the Site Agent) is available at each meeting so that meaningful discussions and resolutions can take place.

PSA TESTING

PSA 7.1 PRINCIPLES

PSA 7.1.1 Checking Add the

following:

“All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms or the site request book.

The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 39 of the Conditions of Contract, or for him to recommend determination to the Employer in terms of Clause 55 thereof.

The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers) prior to the Contractor's appointment of any suppliers.

Add the following sub clause:

PSA 7. SITE REQUESTS AND SITE INSTRUCTIONS

A site diary, which will be supplied by the Contractor, must be filled in daily by the Contractor and submitted to the Engineer monthly.

A site request book, which will be supplied by the Contractor, must be used to register any requests and enquiries that the Contractor may have. This book will be used by the Contractor and Engineer to ensure smooth running of the Contract by having an accurate log of all requests on site.

A site instruction book, which will be supplied by the Engineer, shall be used to issue any variations or confirmation of actions taken on site. Each instruction will have its own unique number and be signed by the Engineer and Contractor. The original instruction will be issued to the Contractor and copies will be kept by the Engineer.

PSA 8 MEASUREMENT AND PAYMENT

Add the following:

“Monthly Progress Payment Certificates shall be submitted to the Engineer’s Representative on Site in a neat, typed form in accordance with the prescribed format, not later than the 25th of each month (or on the last working day prior to this date) to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer’s Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor where after it will be certified and submitted to the Employer for payment. The Contractor shall be responsible to supply four (4) additional copies of the agreed upon certificate. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in the Schedule of Quantities or an agreed alternative format.

PART C3: Scope Of Works

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within forty-eight (48) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format for this purpose. Failure to comply with the terms of this clause could result in non-payment for such day works.

Commissioning forms must be attached to all invoices and submitted to the engineer for the approval of the payment certificates.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

The submission of each monthly payment certificate shall be accompanied by a completed Progress Report. This report is a pre-requisite for the approval of each monthly payment certificate and shall be completed in full to illustrate all work completed the preceding month, as well as work in progress at the time of submission of the report. Labour intensive activities must be included in this report and must reflect financial as well as person days worked for each category of Employment and section of community separately for male and female Employees.

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and General Item or Section

PSA 8.1.2.1 Contents

Replace the last sentence in subclause 8.1.2.1 with:

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

PSA 8.1.2.2 Tendered sums

Replace the sub clause with:

"Unless specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for detailed site establishment items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs, and obligations in terms of the Conditions of Contract and of this standardised specification
- Head-office and site overheads and supervision
- Profit and financing costs
- Expenses of a general nature not specifically related to any item or items of the permanent or temporary work

PART C3: Scope Of Works

Providing such facilities on Site as may be required by the Contractor for the proper performance of the Contract and for its personnel, which includes but does not limit it to, providing offices, storage facilities, workshops, ablutions, for site services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and up of the site of the Contractor's establishment than its original condition

Providing two (2) name board as specified in SABS 1200 AB: Engineer's Office for the cleaning- lishment and reinstatement to not less

□ Providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the Site on completion of the Contract."

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-Charge and Value-Related Items Replace the sub

clause with:

PSA 8.2.1.1 Fixed Charge Items

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

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

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

The tendered sum shall include the implementation, monitoring, management, reporting, etc. of this project specific Construction Environmental Management Plan if it is included in the project specifications.

PSA 8.2.2 Time-related items

Replace the contents of sub clause 8.2.2 with:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months. Provided always that the total of the monthly amounts calculated for the item in this manner is not out of proportion with the value of the progress of the Works as a whole.

The tendered sum shall include the implementation, monitoring, management, reporting, etc. of this project specific Construction Environmental Management Plan if it is included in the project specifications.”

Add the following sub-clause

“PSA 8.2.5 Extension of Time due to Abnormal Climatic Conditions

Extensions of time in respect of clause 4.10 of the General Conditions of Contract (2nd Edition, 2015) for abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (N_w - N_n) + (R_w - R_n)$$

X

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

N_w = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

N_n = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 10mm or more has been recorded for the calendar month.

R_w = Actual average rainfall in mm recorded for the calendar month under consideration.

R_n = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract N_n , R_n , X and Y shall have those values assigned to them in the Appendix and/or the Specification.

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

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n . This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w -$

R_n) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

“X” and “n” shall be stated in the Contract Data.”

Add the following sub-clause

“PSA 8.2.6 Special retention for labour payments

A_n amount equalling about 2 month’s local labour salary (VAT excluded) will be deducted from the first progress payment certificate and kept in a retention account by the municipality until the construction is completed (i.e., until the Certificate of Completion is issued). These monies will be used by the municipality to pay the labourers should the Contractor default on payment to its temporary employed labourers on time. The monies due to the Contractor (full amount less any payments made by the municipality in terms of this clause) will be released with the payment certificate that follows after the Certificate of Completion had been issued.

This arrangement does not relieve the Contractor to effect payment to its employees (temporary employed labour) and a penalty equal to 15% will be applied to the monies paid out by the municipality in this regard.”

“PSA 8.2.7 Cession Payments of Local Sub-Contractors

The employer will require the Contractor to sign cession arrangements against the local sub-contractors. The Contractor shall, together with the Monthly Returns as provisioned in Annex C3.3 PROCUREMENT, submit same to the Engineer. The employer will remunerate the sub-contractor directly on cession on certification of the work by the Engineer.”

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the contents of sub clause 8.3.1 with:

"PSA 8.3.1 Fixed Preliminary and General Charges - Unit: Sum

The sums tendered shall include full compensation for all fixed charge preliminary and general charges as described in Sub clause PSA 8.1.2.2. Payment will be made as described in Sub clause PSA 8.2.1.1."

PSA 8.3.2.1 Facilities for Engineer - Unit: Sum

Replace the contents of sub clause 8.3.2.1 a). Furnished office (1No.) , with:

PSA 8.3.2.1 a) 8.3.2.1 a). Furnished office (1No.) Unit: Sum

The sums tendered shall include full compensation for fully furnished offices with but not limited to the following items:

Office accommodation

Offices (interior floor space of engineer's office, kitchen and conference room) min: 45m² 2x
Ablution Units

Office furniture

20 x Chairs

2 x Desks, complete with drawers and locks

1 x Conference table

Office fittings, installations, and equipment

3 x 220/250-volt power points

3 Double 80-watt fluorescent lights fittings complete with ballast and tubes

1 x Single incandescent light fittings complete with 100 watt globes

1 x Fire extinguishers, 2.5kg BCF type complete, mounted on wall with brackets

1 x Air conditioning units with 2.2kw minimum capacity, mounted and own power connection 1 x
A3 Colour Printer and Fax. Capable of Scanning and Copying with 1-year minimum warranty.

Carports

2x Shaded Carports structurally sound and approved by the engineer.

PSA 8.3.2.1c) Project Name Boards - Unit: Sum

Details of the Name Board and holding structure can be found in the attached tender drawings of this document. The tendered sum shall cover the cost of two (02 No) name board to be supplied, erected.

Replace the contents of sub clause 8.3.2.1 c). with:

PSA 8.3.2.1c) Project Name Boards - Unit: Sum

Details of the Name Board and holding structure can be found in the attached tender drawings of this document. The tendered sum shall cover the cost of two (02 No) name board to be supplied, erected.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

Replace the contents of sub clause 8.4 with:

"PSA 8.4.1 Time-related preliminary and general charges - Unit: Sum

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

PSA 8.4.2.1 Facilities for Engineer - Unit: Sum

Replace the contents of sub clause 8.4.2.2 d) Survey assistants and materials ,

with:

8.4.2.2 d) Survey assistants, equipment and materials , Unit: Sum

The tendered sum shall cover the cost for the provision stated below

The Contractor shall provide the following survey equipment on site from the commencement to the completion of the works:

- 1 x Automatic Levelling Machine with tripod and two-level staffs complete with protective cover bags
- 1 x Steel measuring tape of length 100m
- 1 x Steel measuring tape of length 5m
- 1 x 2kg hammer
- 6 x ranging rods
- 2 x survey assistants

The equipment shall be available for use by the Engineer, or his representative whenever required. The Contractor shall keep the equipment continuously insured against loss, damage or breakage and shall indemnify the Engineer and the Employer against any claims in this regard.

Upon completion of the whole of the works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

Replace the contents of sub clause 8.5 with:

“PSA 8.5.1 Works Executed by the Contractor

The Contractor will be reimbursed in substitution of the Provisional Sums if allowed for in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 4.5 of the Conditions of Contract.

PSA 8.5.1.1 Registered Surveyor’s - Unit: Prov. Sum

The tendered rate shall include full compensation for the contractor to provide a registered surveyor within 48hrs notice from the engineer. Provision for the registered surveyor shall include the use of equipment that allows survey to conform to TMH 11 specifications and undertaking complete ground/land survey guided by the following:

An accurately drawn survey plan on a scale of 1:500 is required.

All spot shots must be shown, and contours drawn at half meter vertical intervals. Sufficient spot shots shall be taken to control the position of the contours accurately.

A locality sketch must be drawn to suitable scale, and must show farm boundaries, farm names and numbers, rivers, roads (with numbers and destinations) railways, railway stations, dams, weirs, etc.,

adjacent to the proposed roads and all services and features should be shown. All cadastral information to be supplied.

At least two benchmarks approved by the engineer

Supply engineer with the copies of detail and contour plans including cadastral information and setting out data, ASCII files, DXF file, DTM file, 3D Faces, TOT file and Land XML file.

The tendered rate shall also include full compensation for the appointed registered surveyor's cost for travel and disbursement

PSA 8.5.2 Works Executed by Nominated Subcontractors

- a) Work to be executed by a Nominated Subcontractor - Unit: Prov Sum
- b) Overheads, charges and profit on item a) above - Unit: % or Sum

Sub-items a) and b) will be provided in the Schedule of Quantities for each different Nominated Subcontract included in the Contract.

The Contractor shall be reimbursed under sub-item a) for the respective Provisional Sums if allowed for in the Schedule of Quantities, and the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 45 of the Conditions of Contract.

If the Contractor has failed to insert a percentage or Sum (as applicable) for sub-item b) in its tender, or where no provision was made in the Tender Documents for Tenderers to make any such entry, the Contractor will (in accordance with the provisions of Sub-clause 48.1.2.1.1) be paid an amount equal to seven and half percent (7.5%) of the amount actually certified by the Engineer for payment under sub-item a).

The percentage or sum (as applicable) paid under sub-item b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor and in fulfilling its obligations under the contract as the principal Contractor."

PSA 8.6 PRIME COST ITEMS

Replace the contents of sub clause 8.6 with:

"PSA 8.6 PRIME COST SUMS

- a) Description of Item to which Prime Cost Sum Applies - Unit: PC Sum
- b) Charge Required by Contractor on Sub-item a) above - Unit: %

Sub-items a) and b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under sub-item(s) (a) for the respective Prime Cost

Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, and including any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under sub-item b) the respective percentage as stated by the Contractor in its Tender, of the amount certified by the Engineer for payment under the related sub-item a). The percentages tendered by the Contractor for each respective subitem b) included in the Schedule of Quantities shall be for full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related sub-item a)."

PROJECT SPECIFICATIONS

PSC SITE CLEARANCE ANNEX C3.4.1.2 C

PSC 1 SCOPE

Add the following:

removal under this specification will be 50kg. Boulders between 50kg and 0.15 m³ (i.e., approx. 450kg) will be deemed to be removable by other methods under this specification.

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIAL

Add the following:

“Materials arising from clearing and grubbing shall be disposed of as may be ordered by the Engineer. Trees and stumps necessarily removed shall not be burnt unless authorised by the Engineer but shall be cut and stacked at areas designated by the Engineer.

The Contractor shall locate and obtain his own dumping site for the disposal of material. The Contractor shall comply with the requirements of any by-law, statute, ordinance, regulation, or local authority requirements. The Employer will not accept any responsibility or liability in this regard.

No overhaul will be payable on the disposal of material arising from clearing and grubbing.”

PSC 5 CONSTRUCTION

Add the following:

“Where labour intensive methods are applied, the Contractors will be expected to adhere to at least the following:

Hand tools shall be utilised

The use of motorised vehicles (trucks, etc.) will only be permitted in cases where the distance of the cleared material is to be transported further than 150m. Provided always that such material must be loaded and off-loaded by labour.

The use of pneumatic handheld breaking equipment will be allowed to break down hard material to an acceptable size suitable for labour intensive construction methods.”

PSC5.1 AREAS TO BE CLEARED AND GRUBBED

Add the following:

“The areas to be cleared and grubbed will be indicated by the Engineer. Should a portion or the whole of the site have been cleared and grubbed by nature or by others prior to the start of construction, then no clearing and grubbing will be ordered, or payment made with respect to the applicable portion of the site.

Where not specifically stated, pipeline routes shall be cleared to 1.5m on both sides of the

pipeline centre line. Route markers or benchmarks may not be disturbed by these actions.”

PSC 5.2 CUTTING OF TREES PSC

5.2.3 Preservation of Trees

Add the following:

“The penalty in respect of every individual tree and shrub designated as a tree or shrub to be preserved that is damaged or removed unnecessarily by the Contractor, shall be R1 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSDB EARTHWORKS (PIPE TRENCHES) ANNEX C3.4.1.3 DB

PSDB 1 SCOPE

Add the following:

Where labour intensive construction methods are applied, the maximum boulder size for removal under this specification will be 50kg. Boulders between 50kg and 0.15 m³ (i.e., approx..450kg) will be deemed removable by methods under this specification.

PSDB 2 INTERPRETATIONS

PSDB 2.1 DEFINITIONS

Add the following:

“Commercial source: A source of material which is located and/or provided by the Contractor. It may include a borrow pit, quarry, or any form of source for which the Contractor takes sole responsibility or purchases from.

Designated borrow pit: A borrow pit which the Employer provides for use on the Contract.

Fill: An embankment or terrace which is constructed from material obtained from excavations or borrow pits and includes the earthworks up to the underside of the selected sub grade level. Also refer to SABS 1200 M clause 2.2.19.

Roadbed: The natural in-situ material on which any fill or pavement layers are constructed.

This layer usually gets compacted prior to any works being constructed on top of it. Also refer to SABS 1200 M clause 2.2.41.”

“Where labour intensive constru

approx. 450kg) will be deemed to be removable by other methods under this specification.”

PSDB 3 MATERIALS

PSDB 3.1 CLASSES OF EXCAVATION

Replace the sub clause with:

“PSDB 3.1.1 Classifying for Excavation by Machine

Except that material will not be classified as boulder excavation (Class A or Class B), the excavation of material will, for purposes of measurement and payment, be classified as specified in sub clause 3.1 of SABS 1200 D.

PSDB 3.1.2 Method of Classifying for Excavation by Labour Intensive Methods

Where it is specified or intended that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB 3.1.2 and the Contractor will be required to excavate all such soft material by labour intensive methods. However, when the material is classified as for machine excavation to be "intermediate" and is therefore no longer required to be excavated by labour intensive methods, it will be re-classified based on the criteria for machine excavation (i.e., SABS 1200 D sub clause 3.1). Thus, a material classified as "intermediate" for labour intensive construction may in terms of be deemed to be "soft" for machine excavation and will be measured and paid as such under such circumstances).

The classification of material other than "soft excavatability" shall be agreed upon before excavation may commence. The Contractor shall immediately inform the Engineer when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.

PSDB 3.1.3 Classifying for Excavation by Labour Intensive Methods

The excavation of material will, in the case of work, which is to be executed utilising Labour Intensive Construction Methods, be classified as follows for purposes of measurement and payment. The method of measurement (either Method 1 or Method 2 must be determined at the onset of the project and cannot be changed during project implementation.

Method 1

(a) Soft excavation

(i) Class 1

Soft excavation Class 1 shall be excavation, including the excavation of boulders not exceeding 0.04 m³, in material that can be excavated and removed from the excavation by an average able-bodied labourer or group of such labourers, at a rate of not less than 2.5 m³ per 9.25 hour working day per labourer, using only a suitable shovel (without the use of a pick or other hand tool). The average volume/task can be accepted as 3.0 m³ per labourer per day.

(ii) Class 2

Soft excavation Class 2 shall be excavation, including the excavation of boulders not exceeding 0.04 m³, (excluding soft excavation Class 1) in material that can be excavated and removed from the excavation by an average able-bodied labourer or group of such labourers, at a rate of not less than

2.0 m³ and not more than 2.0 m³ per 9.25 hour working day per labourer, with the aid of picks or any other hand-swung tool and shovels. The average volume/task can be accepted as 2.5 m³ per labourer per day.

(ii) Class 3

Soft excavation Class 3 shall be excavation, including the excavation of boulders not exceeding 0.04 m³ (excluding soft excavation Class 2) in material that can be excavated and removed from the excavation by an average able-bodied labourer or group of such labourers, at a rate of not less than 1 m³ and not more than 2.5 m³ per 9.25 hour working day per labourer, with difficulty with the aid of picks or any other hand-swung tool and shovels. The average volume/task can be accepted as 2.0 m³ per labourer per day.

(b) Intermediate excavation

Intermediate excavation shall be excavation (excluding soft excavation) in material which requires ripping or loosening by mechanical means (e.g., assistance with pneumatic tools) prior to removal of the loosened material utilising the methods as described in PSDB3.1.3(a) above.

(c) Hard rock excavation

Hard rock excavation shall be excavation of boulders not yet decomposed exceeding 0.4 m³ and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting, or blasting or by other approved quarrying methods, prior to being excavated and removed from the excavation utilising picks, "crowbars", shovels, and similar hand tools.

Such excavation generally includes materials such as formations of unweathered rock that can be removed only after blasting.

Method 2

The table below provides an alternative method for classification.

Materials Classification	Consistency		Number of DCP blows to Penetrate 100mm **	
	Granular soil	Cohesive soil	Granular soil	Cohesive soil
Soft Class 1	Very loose/loose	Very soft/soft	≤ 2	≤ 1
Soft Class 2	Loose/medium	Soft/stiff	2 - 6	1 - 5
	dense			
Soft Class 3	Dense	Stiff/very stiff	7 - 15	6 - 8
Intermediate	Very dense	Very stiff	> 15	> 8

Rock	-	-	-	-
** Only applicable to materials comprising of not more than 10% gravel of size less than 10mm and materials containing no cobbles or isolated small boulders.				

Consistency of materials can be determined in accordance to the table below.

Granular Materials		Cohesive Materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle
Loose	Small resistance to penetration by sharp end of a geological pick	Soft	Easily indented by thumb; sharp end of a geological pick can be pushed in 30 to 40 mm; can be moulded by fingers with some pressure
Medium dense	Considerable resistance to penetration by sharp end of a geological pick	Firm	Indented by thumb with effort; sharp end of a geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade
Dense	Very high resistance to penetration by sharp end of a geological pick; requires many blows for excavation	Stiff	Can be indented by thumb nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers
Very dense	High resistance to repeated blows of a geological pick	Very stiff	Indented by thumb nail with difficulty; slight indentation produced by blow of a geological pick point

PSDB 3.5 BACKFILL MATERIAL

Add the following:

“(c) Cement Stabilised Backfilling

Backfilling shall be stabilised with 5% cement were ordered. The aggregate shall consist of approved soil or gravel containing stones not larger than 38 mm and a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of thickness not exceeding 100 mm to at least 90% modified AASHTO density.

(d) Soilcrete Backfilling

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

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

PSDB 5 CONSTRUCTION

PSDB 5.1 PRECAUTIONS

PSDB 5.1.3 Accommodation of Traffic and Access to Properties

Add the following:

“Traffic must be accommodated along the lengths of any pipelines which fall within or adjacent to any road reserve.

The Contractor shall include in his rates for accommodating traffic during the duration of the Contract, which shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and/or temporary traffic signs; lights and flagmen for the guarding and protection of the Works. The Contractor shall be responsible for making all necessary arrangements with the applicable traffic authorities

If crossing of the road in half widths is allowed, the road shall remain continuously open to traffic. The Contractor shall make provision to ensure the safe passage of traffic using this public road whilst installing the pipe through the road, and to ensure that any disruption to public is kept to a minimum providing safe detours when so instructed by the Engineer. Each half width shall be completed in one day. No open trenches will be allowed overnight. If the half width is not completed by 16:00 the trench shall be backfilled, in which case the Contractor shall re-excavate the trench at a later stage to complete the work at his own expense. All detours and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.”

PSDB 5.1.4 Existing Services that Intersect or Adjoin Trenches

Add the following:

“Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be

scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, the Contractor shall undertake measures for the repair of such service. Such repair will either be measured and paid as day works or alternatively as a contractual variation in terms of Clause 6.3 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles, or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.”

PSDB 5.2 MINIMUM BASE WIDTHS

Add the following:

“The minimum base width of trench for pipes of external diameter less than 400 mm but larger than 200 mm laid at a depth of 1.5 m or less shall be 900 mm for LIC methods.

The minimum base width of trench for pipes of external diameter less than 200 mm but larger than 125 mm laid at a depth of 1.5 m or less shall be 700 mm for LIC methods.

The minimum base width of trench for pipes of external diameter less than 125 mm but larger than 70 mm laid at a depth of 1.5 m or less shall be 600 mm for LIC methods.

The minimum base width of trenches for pipes of external diameter less than 70 mm laid at a depth of 1.0 m or less shall be 400 mm for LIC methods.

The minimum base width of trenches where labour-based excavation is concerned shall be at least 250 mm on either side of the pipe's outer diameter to allow proper compaction of backfilling materials.

Where two pipes are placed in one trench, their side walls shall be 300 mm apart and the specified side allowance shall still be applicable.”

PSDB 5.4 EXCAVATION

Add the following:
“Trenches shall be of such a depth that the minimum cover over the pipes shall be 900 mm except at road crossings (or trafficked areas) where the minimum cover shall be 1 000 mm.”

PSDB 5.5 TRENCH BOTTOMS

Add the following:
“Should the Contractor remove more material than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete as directed by the Engineer in each particular case.”

PSDB 5.6 BACKFILLING

PSDB 5.6.3 Disposal of Soft Excavation Material

Replace the contents of this sub clause with:

“All surplus or unsuitable materials arising from excavation shall be spoiled and spread within or adjacent to the Site of the Works or be spoilt at a spoil site established by Contractor. Free haul distance shall be the first 0.5km .”

PSDB 5.7 COMPACTION

PSDB 5.7.2 Areas Subject to Traffic Loads

Add the following:

“The requirements of Clause 5.7.2 shall apply only to pipes and sleeves crossing streets or paved areas and pipes running parallel to the road as described below.

All service trenches running parallel to the road of which the roadside edge of the trench is located less than 1.4 m away from the edge of the travelled way, will be subject to the requirements for the above-mentioned clause.

The measurement and payment will apply to the full trench width. Pipes and sleeves crossing streets or paved areas will be measured and paid for to a length equal to the width of road or length of pavement crossed plus 1,4 m either side of the travelled edges.

Compaction of other pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads only, where instructed by the Engineer in writing. The volume will be computed from the minimum base width determined in accordance with Sub-Clause 5.2 and the depth from the top of the backfill to the top of the bedding.”

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1 BASIC PRINCIPLES

Add the following:

“**PSA 8.1.5** Works Executed Utilising Labour-Intensive Construction Methods

Separate items will be provided for works covered by this Specification which are to be executed by Labour Intensive Construction methods and for works for which the utilisation of such methods is not required.

The trench depth increments referred to in Clause 8.1.2(b) shall be reduced to 0.5m intervals.

trenches shall be measured volumetrically, irrespective of length.”

PSDB 8.3 SCHEDULED ITEMS

PSDB 8.3.1 Site Clearance

PSDB 8.3.1 a) Clear vegetation and trees of girth up to 1 m

Add the following:

“Where labour intensive construction methods are applied, vegetation and trees up to 0.5 m together with boulders up to 50 kg in weight shall be cleared and grubbed by labour intensive methods.

The balance of the trees with girth bigger than 0,5m up to and including 1.0 m may be removed by mechanical means, or by labour intensive means.

The rate for the item shall be for labour intensive and conventional means combined but shall only be considered under labour intensive projects when labour is used as specified herein above.

The appropriate penalties for not making use of the LIC methods shall apply.”

PSDB 8.3.1 c) Remove topsoil (depth stated)

Add the following:

“Where labour intensive construction methods are applied, topsoil shall be removed by labour intensive methods.

The removal of topsoil to the side of the working area along the pipe trench shall be included under the labour-intensive methods, but the carting of topsoil to designated stockpile may be done conventionally or labour intensively, whatever method employed not to delay the programme.

The rate for the item shall be for labour intensive and conventional means combined but shall only be considered under labour intensive projects when labour is used as specified herein above.

The appropriate penalties for not making use of the LIC methods shall apply.”

PSDB 8.3.2 Excavation

(a) Excavate in all materials, for trenches, backfill compact and dispose of surplus material
Replace “of 1.0 m” in the first sentence of sub clause 8.3.2(a) with “as specified in the Schedule of Quantities”.

Add the following:

For Works Executed Utilising Labour-Intensive Construction Methods:

The following additional items may be used in the Schedule of Quantities to make provision for the Labour-Intensive Construction Methods.

Excavate, in materials as classified in the categories below for trenches, including backfill, compacting and disposing of surplus material utilising Labour Intensive Construction methods up to 1.5 m in depth. Deeper trenches will require stepped trenching and will be measured separately if needed. This is not an extra over amount and must include for all compensation that the Contractor requires for the trenching activity.

Labour intensive excavation of trenches, backfill, compact, and dispose of:

(1) Soft Excavation Class 1 by LIC Methods Unit m3

- (2) E.O. (1) Soft excavation Class 2 by LIC Methods Unit m3
- (3) E.O. (1) Soft excavation Class 3 by LIC Methods Unit m3
- (4) E.O. (1) Intermediate excavation by LIC Methods Unit m3
- (5) E.O. (1) Hard rock excavation by LIC Methods - Unit m3

Extra over the above for:

- (6) Backfill, compact, and neaten by means of LIC Methods Unit m3
- (7) Disposal of surplus material by means of LIC Methods within 50 m from the source of spoil material using wheelbarrows Unit - m3
- (8) Disposal of surplus material by means of LIC Methods within 50 m to 100 m from the source of spoil material using wheelbarrows Unit - m3
- (9) Disposal of surplus material by means of LIC Methods within 100 m to 150 m from the source of spoil material using wheelbarrows Unit - m3

Backfill shall be in 100 mm thick layers compacted to 90% Modified AASHTO.”

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

Add the following:

"(3) Hand excavation where ordered by the Engineer in:

- (a) Soft material - Unit: m3
- (b) Intermediate material - Unit: m3
- (c) Hard material - Unit: m3

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, which was excavated by hand on the specific prior written instructions of the Engineer; provided **always** that the Engineer's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Engineer shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor of his obligations under the Contract to:

- (i) Utilise construction appropriate to the nature of the specific parts of the Works; and/or
- (ii) Protect existing structures and/or services; and/or
- (iii) Comply with all prevailing legislation and regulations.

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

The unit of measurement shall be the cubic metre of backfill material, measured in place after compaction according to the authorised dimensions, which was stabilised on the Engineer's instructions in accordance with Sub-clause PSDB 3.5(c).

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

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

The unit of measurement shall be the cubic metre of soilcrete placed on the Engineer's instructions in accordance with Sub-clause PSDB 3.5(d), measured in place according to the authorised dimensions.

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

Add the following sub item:

"(d) Excavate in all materials for storm water inlet and outlet structures and for manholes, catch pits, valve chambers etc., irrespective of depth and backfill around structures: - Unit: m3

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised dimensions, and excluding the volume of material excavated and paid for under sub-item (a).

The tendered rate shall include for the costs of excavating in all materials, backfilling, compacting, trimming and tidying of the final surface around the structure, disposing of surplus and

unsuitable materials and where applicable, selecting and keeping separate, excavated material suitable for use as backfill.

Add the following:

PSDB 8.3.8 Stone Bedding Unit - m3

A bedding crushed stone wrapped in a geotextile blanket shall be measured per linear metre along the centreline of the trench. The provision, operation and removal of (a) de-watering pump where authorised by the Engineer will be measured as day works under the appropriate item in Schedule2. The items measured for payment shall be:

(1) 19 mm Crushed Stone Unit m3

(2) Non-woven continuous filament polyester fabric (0.21 kg/sq. m) Unit m2"

PSG CONCRETE (STRUCTURAL) ANNEX C3.4.1.4 G

PSG 3 MATERIALS

PSG 3.2 CEMENT

PSG 3.2.2 Alternative types of cement

Replace the contents of the sub clause with:

"Only ordinary Portland cement shall be used.

For the use any other type of cement, the Contractor shall obtain written approval from the Engineer."

PSG 3.2.3 Storage of cement

Add the following:

"Cement shall not be stored for longer than 3 months without the Engineer's permission."

PSG 4 PLANT

PSG 4.1 GENERAL

Add the following sub clause:

"PSG 4.1.1 Minimum Plant

The Contractor shall at least have the following plant available and in sound working order when mixing and placing concrete for any major concrete placing operation:

- (a) Two concrete mixers, each of sufficient capacity to complete a section between horizontal or vertical construction joints within 4 hours and without interruption.
- (b) Two weigh-batchers to supply the mixers.
- (c) Three concrete vibrators, at least one of which shall be powered by an internal combustion engine.
- (d) One air compressor.
- (e) Suitable and adequate plant to transport and raise concrete and other material and equipment from ground level to the top of the structure at all stages of construction.
- (f) Elevated storage tanks of adequate capacity to ensure that sufficient water will be available.

If the plant used for placing concrete for the structure is electrically powered, the Contractor shall also provide some other non-electrically powered standby means for placing concrete at an adequate rate in the event of a power failure."

PSG 4.5 FORMWORK

PSG 4.5.1 Design Add

the following:

"All formwork or scaffolding required for any part of the Works shall be designed by the Contractor. Before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Engineer for approval. The Engineer has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact that the Engineer has approved or altered any part of the formwork or scaffolding shall not be construed as relieving the Contractor of his responsibility with regard to the strength and stability of the formwork or scaffolding."

PSG 4.5.2 Finishing

Add the following:

"If not specified otherwise, concrete against which earth will be backfilled shall be classified as rough. The change from rough to smooth concrete finish shall be done at least 250 mm below the finished floor or ground level. All exposed concrete surfaces shall be classified as smooth."

PSG 4.5.3 Ties Add

the following:

"No plugs, bolts, ties or clamps of any description used to hold the formwork will be allowed to project into or through the concrete unless approved by the Engineer."

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie-rods shall have less than 50 mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall be soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items. Formwork may never be secured to reinforcing bars."

PSG 5 CONSTRUCTION

PSG 5.1 REINFORCEMENT

PSG 5.1.2 Fixing

Add the following:

"The Engineer must inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences. Welding of reinforcing steel will not be permitted."

PSG 5.2 FORMWORK

PSG 5.2.1 Classification of finishes

Special

Add the following:

"Special finish is obtained by first giving the surface a smooth finish with the joints between formwork panels forming an approved regular pattern suitable for the appearance of the structure. All projections shall then be removed, irregularities repaired, and the surface rubbed or otherwise treated until it is smooth with an even texture, appearance, and colour.

If the finish of exposed surfaces does not comply with the requirements for uniformity of the texture and appearance, the Contractor shall, when instructed to do so by the Engineer, rub down the exposed surfaces of the entire structure or any part thereof as specified below, entirely at his own cost. All repairs must be completed before the rubbing commences.

The surface shall be saturated with water for at least one hour. The initial rubbing of the face shall be carried out with a medium coarse carborundum stone together with a small amount of mortar of the same cement/sand ratio as the concrete being repaired. Rubbing shall continue until all form marks, projections and irregularities have been removed and a uniform surface has been obtained. The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface has a smooth, even texture and is uniform in colour. The surface shall subsequently be washed with a brush to remove surplus paste and powder."

Add the following sub clauses:

"PSG 5.6 CONCRETE ANCHOR AND THRUST BLOCKS

At tees, bends, terminal valves, end caps, and where otherwise directed, anchor/thrust blocks shall be constructed to dimensions ordered, shown on the Drawings, or agreed to by the Engineer. Unless otherwise specified, anchor/thrust blocks and pedestals shall be constructed of Class 20/19 concrete.

The concrete shall be well punned round the pipe and, if in trenches, against the undisturbed faces and bottom of the trench. Backfilling behind or under thrust faces will not be permitted. Excess excavation shall be replaced with the prescribed mix concrete given above for anchor/thrust blocks at the Contractor's expense unless an item is scheduled to cover

payment of over break. Care shall be taken to leave the joints accessible. No anchor/thrust blocks and pedestals shall be concreted until the approval of the Engineer has been obtained.

Should the Contractor offer an alternative method of coupling involving flexible joints, he shall design suitable thrust and anchor blocks in order to prevent movement of the pipeline under operating and test conditions. The working and test pressure to be used by the Contractor for the calculation of anchor and thrust blocks shall be in accordance with the design information that is issued together with the

tender. The earth bearing pressure to be used for the calculation of anchor and thrust blocks shall be based on field tests. The factor of safety to be used in calculating the above shall be 2.5.

PSG 5.7 GROUTING

Formwork for grouting shall comply with the applicable requirements of Sub-clause 5.2 of SABS 1200 G. Forms shall be caulked where necessary. Adequate clearance between forms and bed plates shall be provided to enable the grout to be worked into place.

The grout (of all free-flowing grouts except epoxy grouts) shall be mixed to a homogenous uniform mixture and delivered ready for placing at a temperature between 15°C and 25°C. The materials and water shall be mixed in a mortar mixer for at least 3 minutes or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of its components.

The mixing shall be done as close as possible to the place(s) where the grout is placed. No more grout shall be mixed at any one time than can be placed in a period of 20 minutes. After the grout has been mixed it shall not be re-tempered by the addition of water.

The grout (of all free-flowing grouts except epoxy grouts) shall be placed quickly and continuously to avoid the undesirable effects of over-working. These effects are segregation, bleeding and breaking down of initial set. The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely fill the space to be grouted, will be thoroughly compacted, will be free of air pockets and will have evenly distributed contact over an area in excess of 80 % or, in the case of expanding grout, 95 % of the bearing area of the item to be supported.

Wherever applicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any entrapped air is released. After the grout has taken its initial set:

- (a) The forms shall be removed.
- (b) Excess grout shall be so cut away as to leave a smooth and neatly finished job.
- (c) except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45°C to the vertical, from the bottom edge of the bed plate; and
- (d) All excess grout on or about the bed plate shall be removed.

Damage to paintwork if any shall be repaired within 24 hours. Packing plates, shims and other levelling devices shall remain in position.

Dry-packed grout (standard dry sand and cement grout) shall have a minimum compressive strength at 28 days of 20 MPa. The quantity of water after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportioned by mass shall be as follows:

- (a) Where the clearance between bed plate and foundation is 25 mm or less: 1 part of Portland cement, and 2 parts of sand.
- (b) Where the clearance exceeds 25 mm: 1 part of Portland cement, 1 part of sand and 1 part of pea gravel. Dry-packed grout shall be rammed by means of tamping rods against form work placed along three sides of the bed plate.

The manufacturer's instructions shall be observed at all times when grout is used."

PSG 6 TOLERANCES

PSG 6.2 PERMISSIBLE DEVIATIONS PSG

6.2.3 Specified Permissible Deviations

Add the following:

"Unless specified otherwise, the degree of accuracy II is applicable.

Every specified permissible deviation is binding. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations."

PSG 7 TESTS

PSG 7.1 FACILITIES AND FREQUENCY OF SAMPLING

PSG 7.1.1 Facilities Add the

following:

"The Contractor shall provide sufficient storage capacity for the concrete cubes and ensure that the cubes are cured in the correct manner on site. All test cubes shall be tested by means of an approved, calibrated cube testing press installed on Site in a manner approved by the Engineer or shall arrange to have them tested by an approved laboratory.

The cost of all testing, including the cost of sampling, storage and transport of samples shall be included in the rates tendered for concrete work." PSL MEDIUM-PRESSURE PIPELINES ANNEX C3.4.1.5 L

PSL 3 MATERIALS

PSL 3.1 GENERAL

Add the following:

"The route and position of pipelines shall be marked on the surface by pipeline route markers as per the Drawings.
"

PSL 3.4 STEEL PIPES, FITTINGS AND SPECIALS

PSL 3.4.1 General

Add the following:

"Where not specifically indicated in the documentation, all pipelines shall be constructed according to the provisions of SANS (SABS) 1200 L.

Where so indicated in the documentation, steel pipelines over 200mm in diameter in excess of 500m in length shall be in accordance with the following Department of Water Affairs and Forestry specifications:

DWS 1110 CONSTRUCTION OF PIPELINES (Jan 2007)

DWS 9900 SECTION C1 CORROSION PROTECTION OF STEEL PIPES AND SPECIALS FOR PIPELINES.

Where DWS specifications have been specified, the SABS 1200 specifications for trenching, bedding and backfill shall still apply (the DWS 1130 and 1110 specifications are to be applied mainly for construction methodology).

The DWS 1110 specifications will be added as annexure to this SABS 1200 L specification variation portion in this document if required on the specific project..

PSL 3.4.2 Pipes of Nominal Bore up to 150 mm

Add the following:

"The pipes shall be 'normalised' or seamless steel pipes and shall be used with malleable cast-iron fittings complying with the requirements of SABS 509." Galvanized pipes and fittings shall comply with the requirements of SABS 763.

Add the following sub clause

„PSL 3.4.5 Flange gaskets, bolts, nuts and washers

Generally, compressed asbestos fibre gaskets not less than 1,5mm thick and complying with BS 2815, Grade B, shall be supplied for flanges.

All bolts, nuts and washers shall be hot-dip galvanized to SANS 121:2000/ISO 1461:1999 with a minimum thickness of 55 micrometres after threading. Before installation „Copper Compound„ or similar lubricator shall be applied to all threads. The lubricator shall not be cleaned from threads protruding nuts prior to additional coatings that may be applied.

Any bolt connection to any pipe or fitting shall not extrude by more than 4 thread pitches and not less than 2 thread pitches. All bolts for a single group shall extrude to the same number of thread pitches for such a particular fitting..

Add the following sub clause

„PSL 3.4.6 Couplings

Where flexibility is required on pipelines as shown on the drawings, „Viking Johnson„ type couplings and „Viking Johnson„ type flange adapter couplings have been specified. Corrosion protection shall be in accordance with the requirements of PSL 3-9.

In certain instances, „slip-on„ couplings may be required. These couplings shall only be used where instructed by the Engineer in writing or where the use of such couplings is shown on the drawings, which shall have a centre locating (removable) register. Where the Contractor elects to use „slip-on „couplings for convenience, he shall allow for the cost of such couplings in the rates tendered for pipe work..

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.1 uPVC Pipes

Replace the contents of this sub clause with:

„Where UPVC pipes are specified, it shall be manufactured to the requirements of SABS 966-1:2006 with pipe joints integral with one end of the pipe.„

PSL 3.7.2 Polyethylene Pipes

Add this sub clause:

"High Density Polyethylene (HDPE) pipes shall be manufactured to the requirements of SANS 4427 with PE 100 Butt fusion fittings."

PSL 3.9 CORROSION PROTECTION

PSL 3.9.6 Corrosive soil

Add the following:

"Steel pipes buried and in contact with corrosive soil shall be wrapped with a CML lining internally and externally to a 3LPE coating (First layer FBE, minimum dry form thickness (dft) should be 300microns or Densopol 80 HT or a similar approved product in accordance with the manufacturer's instructions."

PSL 3.10 VALVES

Replace the contents of the sub clause with:

"Valves shall comply with the following requirements:

- (a) Open anti-clockwise and shall have a non-rising spindle
- (b) A hand wheel is required unless reflected otherwise on the drawings
- (c) If not specified the valve shall be of Class 16.
- (d) Comply with the requirements of SABS 664.„

Add the following:

„Flow Control valves shall comply to the following requirements:

The control valve shall be a Rate of Flow Control and be able to maintain a constant flow rate.

Opening and closing will be possible with minimum surge caused in the pipeline.

The valve shall be able to regulate flow and accurately and with stability.

The control system shall consist of a flow control pilot that can be set to accurately control flow rate, have a high resistance to dirt and provide good cavitation resistance.

The main valve shall have a high resistance to cavitation and shall have a pressure rating of at least PN-25 and a turn down ration of 5 to 1.

Automatic level control valves:

The level control valve will be a robust valve that will shut of the inlet flow when the reservoir level reached the full supply level of the reservoir. The valve will automatically open when the water level in the reservoir dropped to a pre-set level.

The control system will be either hydraulic (Level Dex or similar) of mechanical (Equilibrium float valve or similar)

Valve will be bolted to inlet pipe by means of a flange connection.

Friction loss during full flow shall not exceed 20kPa for a fully open valve.»

PSL 4 PLANT

PSL 4.1 HANDLING AND RIGGING

Add the following:

„PSL 4.1.1 Transportation

A method statement regarding the loading and transportation of pipes is appended to this section. This method statement is the minimum requirement that is to be adhered to when loading and transporting the pipes.

- a) All steel pipes with cement mortar lining shall be transported with end covers.
- b) Fittings, specials and valves shall be protected during transportation and handling against damage caused by impact, dropping, chafing, etc.

PSL 4.1.2 Off-loading and Storage

Pipes, fittings and specials shall at no time be laid, stacked or rolled directly onto the ground but shall be supported on suitable padded cradles or other approved material near each end of the pipe, fitting or special. Particular care shall be taken where pipes with fitted couplings are handled or stacked to prevent any pressure on the couplings.

A method statement regarding the off-loading and storing of pipes is appended to this section. This method statement is the minimum requirement that is to be adhered to.

PSL 4.1.3 Inspection on Delivery

The Engineer's Representative will thoroughly inspect all pipes, fittings and specials delivered to the site but his acceptance of same as being in good condition shall not relieve the Contractor of any of his obligations or responsibilities under this contract.

Materials rejected by the Engineer shall be removed from the site within 30 days and shall be replaced by other approved materials by the Contractor at his own expense..

PSL 5 CONSTRUCTION

Add the following:

„PSL 5.13 PIPELINE ROUTE MARKERS

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

PSL 7 TESTING

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

PSL 7.3.1 Test Pressure and Time of Test

PSL 7.3.1.2

Replace the sub clause with:

„The test pressure for field testing shall be:

1.5 times the maximum allowable working pressure

The maximum allowable working pressure shall be equal to the class of pipe or the specified Table for fittings.

Where the maximum allowable working pressure of fittings and/or specials on a pipe exceed that of the pipe, the test will be conducted against the maximum allowable working pressure of the pipe..

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 SCHEDULED ITEMS

PSL 8.2.1 Pipeline Construction

PSL 8.2.11 Anchor/Thrust Blocks and Pedestals Add the

following:

„The rate shall include for the concrete as well.

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

Add the following items:

"PSL 8.2.16 Pipeline ancillary items

PSL 8.2.16.3 Marker Blocks:

Unit: No

- (a) Give description with reference to a drawing
- (b) Etc. for other descriptions

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

PSLB BEDDING (PIPES) ANNEX C3.4.1.5 LB

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

Add the following:

"Bedding for this project shall be the standard material specified in the first paragraph.

Although selected granular material is required to be non-cohesive, the engineer may relax the specification to a cohesive material with a PI not exceeding 6, however, the grading shall be singular graded with particle size at ± 9.5 mm, between 0.6mm and 19 mm and to grading envelope (d) on "Drawing LB Typical grading of bedding material" on page 14 of SABS 1200 LB. Where the engineer allows grading to envelop (a) of "Drawing LB-6- Typical grading of bedding material" on page 14 of SABS 1200 LB (evenly graded), no relaxation of -6- any of the other standard requirements will be allowed.

The stones and particles shall not be sharp-edged."

PSLB 3.3 BEDDING

Add the following:

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

Unless specified otherwise, rigid pipes shall have a Class B bedding"

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPLES

PSLB 8.1.5 Disposal of displaced material

Replace the sub clause with:

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

PSLB 8.1.6 Free haul

Free haul shall be within 0.5 km.

PSLK VALVE INSTALLATIONS (SPEC LK)

PSLK 3 Materials

PSLK 3-1 Butterfly valves

Normally the valves will be in either the fully open or fully closed positions. The valves shall be constructed in accordance with BS 5155 and be fitted with shaft bushes of an approved non-corrodible material and stainless-steel shafts. The seating ring, clamping and securing elements shall all be stainless steel. The 316 stainless steel valve seats shall be of a design that permits removal and replacement at the site of installation. Seats shall be secured mechanically and not by means of adhesives. The valve seats shall be of a design that permits removal and replacement at the site of installation. The resilient seal shall be fitted to the valve disc (and not the body) and shall be mechanically held in place by means of a 316 stainless steel ring and Allen screw or set screws with hexagon heads.

The butterfly valve shall close clockwise and be supplied complete with a gearbox extension spindle with cap-top and support brackets or hand wheel as shown on the drawings.

The gearboxes on butterfly valves shall be fitted to the right-hand side of the body when looking in the direction of flow, unless specified otherwise.

The full quarter turn of the valve disc on hand operated valves shall be obtained by at least 40 complete turns of the hand wheel on all valves in excess of 350mm ND.

Each valve shall be fitted with two steel lifting eye bolts.

PSLK 3-2 Resilient seal gate valves (RSV)

The gate valves supplied under this Contract shall be constructed in accordance with SABS 664 for CI waterworks gate valves. The gate valves shall be double flanged, of the non-rising spindle type (Except where scheduled otherwise) fitted with hand wheels and shall close clockwise.

The valve gate shall be completely rubber or neoprene sheathed (not with rubber stirrups only) to provide a resilient seal. The sheath shall be pinhole free. The valve spindle shall be either EN56B grade or other approved stainless steel and shall operate in a spindle nut of appropriate non-corrodible material. The design of the stuffing box shall be such that the "O" rings can be replaced while the valve is in service without having to remove the valve dome.

Should there be any danger of the main valve shaft shearing due to the high gearing of the valves, fail safe shear pins shall be fitted to the gearbox.

PSLK 3-3 Flanges

Valve flanges shall be manufactured as specified in the Schedule of Quantities. (See also PSL3-4 for drilling of flanges.)

PSLK 3-4 Hand wheels, gearboxes and actuators

Gearboxes shall be fitted with hand wheels.

Gearboxes shall be of the fully enclosed type that are grease-packed. Position indicators shall be fitted to the gearboxes and an arrow with the word "Close". No position indicators will be fitted on hand wheels.

The gearboxes of the butterfly valves shall be able to lock the valve disc in either the fully open or fully closed positions.

PSLK 3-5 Air valves

The required valves shall provide any of the functions, or combinations of functions, described below as specified in the Schedule of Quantities:

- Pipeline filling
Uninterrupted high volume air discharge through the large orifice.
- Pipeline draining or column separation
Uninterrupted high volume air intake through the large orifice.
- Pipeline full and operating
Discharge of disentrained pressurized air through the small orifice.
- Rapid filling/column separation
The valve must incorporate an integral surge alleviation mechanism which will automatically dampen surge pressures due to rapid air discharge or the subsequent re-joining of separated water columns

All valve functions shall be housed in a single valve chamber.

The air release and vacuum break valve shall be of a compact single chamber design with solid cylindrical high density polyethylene control floats housed in a tubular 316 stainless steel body with epoxy powder coated mild steel ends secured by means of stainless-steel tie rods.

Hollow spherical floats are not acceptable.

The valve shall have an integral surge alleviation mechanism which shall operate automatically to limit transient pressure rise or shock induced by closure due to high velocity air discharge or the subsequent re-joining of separated water columns. The limitation of pressure rise shall be achieved by deceleration of approaching water prior to valve closure. Relief mechanisms that act subsequent to valve closure cannot react in the low millisecond time span required and are therefore unacceptable.

The performance of the integral surge alleviation mechanism shall be substantiated by a reputable local third-party test authority and shall have a locally minimum proven 3-year field track record.

Large orifice sealing shall be affected by the flat face of the control float seating against a nitrile rubber O-ring housed in a dovetail groove circumferentially surrounding the large orifice. The large orifice seal shall be of a dynamic nature, adjusting automatically to the pressure exerted on it to reduce wear on the seal.

Discharge of pressurized air shall be controlled by the seating and unseating of a small orifice on a natural rubber seal affixed to the control float.

Manufacturers offering any other small orifice arrangement shall substantiate the flow through the small orifice at pressures higher than 16 bar.

The intake/discharge orifice area shall be equal to the nominal size of the valve i.e., a 150mm (6") valve shall have a 150mm (6") intake/discharge orifice.

The valve construction shall be proportioned with regard to material strength characteristics, so that deformation, leaking or damage of any kind does not occur by submission to twice the designed working pressure.

The valve design shall incorporate an over pressure safety feature that will fail without an explosive effect, such as is normally the case when highly compressed air is released suddenly. This feature shall consist of easily replaceable components such as gaskets, seals or the like.

Each air valve shall be manufactured with a ¼" BSP female test cock connection to enable pressure measurements on the pipeline. The connection shall be fitted with a threaded stainless steel male plug with hexagonal bolt head.

Each air valve shall be fitted with a separate cast iron RSV gate valve of the type specified in PSLK32 except that hand wheels shall be fitted. The gate valve shall close clockwise and shall for the purposes of the Schedule of Quantities form part of the air valve.

All air valves shall be suitable for the design pressure as specified in the Schedule of Quantities. Valves shall close drop tight under a minimum operating pressure of 20kPa.

PSLK 3-6 Check valves

Where fitted, the purpose of the check valves is to prevent the flow of water in the upstream direction.

The valves offered shall close immediately when the velocity in the pipeline is zero, in order to prevent any reversal of flow.

All check valves installed on the pipeline shall be fitted with a bypass of the size shown on the relevant drawings. It shall not be possible to close the bypass.

Valves of 400mm ND and over shall be fitted with a hydraulic damping device of an approved design to prevent the gate(s) from slamming shut. Position indicators shall be fitted to the valves.

PSLK 3-7 Corrosion protection of all valves

The valve surfaces shall be coated with a fusion-bonded epoxy powder (FBE) in accordance with Sub clause 3.14.2(f) to a total dry film thickness of 300 microns.

The coating shall be such that all trimmings are covered by FBE for a distance of at least 5mm to discourage bi-metal corrosion.

The sealing area of the flanges shall be treated to a dry film thickness of 300 micrometers (minimum) and 500 micrometers (maximum) (i.e., masked off before the second coat is applied).

The above specified coating shall be applied once the valve has passed its hydraulic test.

All damage to the coating (if any) caused by the transport and handling of the valves shall be repaired by the Contractor in accordance with the above specification, Prior to the installation of the valves. Any damage to the coating caused by the installation of the valves shall be repaired in accordance with the **paint manufacturer's specification. The grinding down of the damaged area to SA 2½ and the feathering of the edges are an acceptable alternative to re-blast cleaning.**

PSLK 7 Testing

PSLK 7-1 Independent Inspectorate See

PSLR7-2.

PSLK 7-2 Testing of all valves

All valves shall be tested hydrostatically by the Contractor before dispatch, to the test pressures specified. The valves shall as far as practicable be tested before the application of coatings and there shall be no air trapped within parts of the valves subjected to the test pressure.

There shall be no visible evidence of leakage during the tests and the duration of the tests shall be for a minimum period of 5 minutes.

Facilities shall be made available for the Engineer to witness these test and 14 days' notice in writing shall be given to the Engineer of the date and place at which the tests will be carried out.

The Engineer, at his sole discretion, may nominate an Independent Inspectorate to carry out any test, to verify compliance with the specifications or test certificates.

In the event of failure, the Contractor shall bear the full cost of all additional inspection by the Independent Inspectorate.

Should the tests prove to be satisfactory, the cost of the tests carried out by the Independent Inspectorate will be borne by the Employer.

PSLK 7-3 Commissioning and visits

After installation by the Contractor, the valves shall be commissioned and tested by the Contractor to prove to the Engineer that the valves comply fully with the requirements of this specification.

The Contractor shall check the installation of the valves and he shall commission them when so ordered by the Engineer. After commissioning he shall visit the Site as often as considered by the Engineer to instruct the Employer's maintenance staff in the proper operation and maintenance of the equipment.

PSLK 8 Measurement and payment

PSLK 8-1 Valves

PSLK 8-1.1 Supply and deliver

Measurement and payment for valves to be supplied and delivered to Site shall be in accordance with SANS1200L, sub clauses 8.2.3.

The rates tendered for all valves shall cover the cost of the supply, delivery to Site, fixing and bedding of the valves, complete with hand wheels and painting as specified in PSLK3-7, together with packaging, and marking.

The tendered rates shall cover the cost of supply and deliver to Site of all the necessary bolts, nuts and jointing material, (see PSL3-5) and the storing of the valves in an approved manner.

PS 3.4.1.8 CATHODIC AND LIGHTNING PROTECTION

PS 3.4.1.8.1 Cathodic protection

General

The cathodic protection of pipelines shall generally be carried out in accordance with SABS 0121: Part 1: "Code of Practice for the Cathodic Protection of Buried and Submerged Structures".

Steel pipelines should be made electrically continuous by ensuring that bonding cables are installed across all flanged or flexible joints and around isolating valve inside the chambers, all in accordance with drawings.

In the case of reinforced and prestressed-concrete pipelines this will generally not apply unless otherwise specified.

The cathodic protection system or works provided under this Contract shall be guaranteed against faulty design, materials and workmanship for a period of five years from date of commissioning. During this period, the Contractor shall rectify at his own cost any defects which are the result of faulty design, materials and workmanship. Normal wear and tear and malfunctioning due to major changes in the conditions under which such systems or works have to operate, other than weather, and which could not have been reasonably foreseen at the time of installation, shall be excluded.

MEASUREMENTS AND PAYMENTS

PS 3.4.1.8.1.1 Cathodic protection

Resistivity surveys shall be a Provisional Sum in the Schedule for this work to be performed by specialist nominated Sub-Contractors and shall be payable in full on receipt and ratification by the Engineer of the complete survey report and recommendations.

Bonding of pipeline joints shall be measured per unit of joint bonded and rates shall be held to include for cables, thermowelding, test leads, insulation of bonding and test cables, supply, delivery and erection of test posts.

Provisional quantities of bonds shall be indicated in the schedule but no adjustment in rate shall be applicable should the actual number of bonds as revealed by resistivity report or otherwise differ in any way from the quantities indicated.

The installation of sacrificial anodes, transformer rectifiers, ground beds, bonds to railway lines etc shall be a Provisional Sum in the Schedule for the work to be performed by specialist nominated SubContractors and eighty percent (80%) of moneys due shall be payable on installation in proportion to the length of pipeline protected

(length of pipeline requiring protection taken as basis) and the balance shall be due after successful commissioning of the protective system.

Stray current surveys shall be a Provisional Sum in the Schedule for the work to be performed by specialist nominated Sub-contractors and shall be payable on receipt and ratification of the complete stray current report by the Engineer.

All rates and prices shall be held to include for maintenance within the Contract maintenance period and for honouring a guarantee period of five years after commissioning in respect and quality of materials and workmanship, all as specified.

PS 3.4.1.8.2 Lightning protection

General

Where indicated in the Schedule of Quantities and/or Project Specification clauses to this specification prestressed concrete pipelines shall be protected against lightning in accordance with either of the two alternative systems hereinafter specified.

Buried counter-poise wire system

Type D: At sections along the buried prestressed concrete pipeline where sections of steel piping are installed which rise above ground level for the purpose of installing in-line valves, or where sections of steel piping are installed in culverts below roads or rail crossings.

For all condition of type "D" inverted "U" conductor bonds shall be installed at the terminal ends of the concrete pipe sections and the protection system specified for type "C" conditions installed at both ends of the steel pipe section. In addition, the longitudinal conductors protecting the concrete pipe sections shall be continued and run together in a parallel shallow trench alongside the pipeline, and not more than 3 metres in plan away from it. The conductors shall be buried in soil free of stones or rocks and the soil well compacted.

Type F: At sections along the buried prestressed concrete pipeline where concrete pipes or steel pipe sections are encased in concrete below the river bed at river crossings.

For all conditions of type "F" inverted "U" conductor bonds shall be installed just before the pipeline is encased in concrete for the wet crossing and the conductors run together in a shallow trench excavated under the upstream bottom edge of the concrete encasement. The conductors shall be surrounded with soil which shall be compacted in the trench before the concrete encasement is cast. Where the concrete encasement ends and the pipeline continues buried in the ground these requirements apply accordingly.

MEASUREMENTS AND PAYMENTS

PS3.4.1.8.2.1 Lightning protection

Shall be priced as a lump sum payable in proportion to length or pipeline protected.

Prices shall be held to include everything necessary to fully protect the pipeline against lightning strikes or surges as specified.

PS3.4.1.9 HYDROSTATIC TESTING

General

Pipelines shall be hydrostatically tested as pipelaying proceeds and after installation of all valves, specials, and fittings.

The Contractor shall be responsible for providing all water required for testing, the source of which shall be subject to approval by the Engineer.

The length of pipeline to be tested in one operation shall be as approved by the Engineer.

Where the method of test is in any way in variance to the specifications in DWS1110, the Contractor shall submit a detailed method statement to the Engineer and no test shall proceed before approval of such method statement by the Engineer.

MEASUREMENTS AND PAYMENTS

PS3.4.1.9.1 Hydrostatic testing, friction/capacity testing and draining

Shall be priced as a lump sum payable in proportion to the length of pipeline tested.

Prices shall be held to include for the supply of water, all gauges, recorders, water meters, detection and repair of leaks, supply, installation and removal of bulkheads, blank flanges, thrust blocks and anchors and everything necessary to conduct and complete the tests, tests' results and reports as well as the draining of the pipeline as specified.

PS3.4.1.10 SUPERVISION AND INSPECTION

General

The Works will be supervised and inspected by the Engineer and/or his authorised Representatives. However, such supervision and inspection shall in no way relieve the Contractor of his obligation and responsibility for performing the Works in accordance with the contract.

The Contractor shall institute his own inspection of the Works and shall conduct tests to ensure that the materials supplied, and quality of workmanship comply with the requirements of the contract.

The Employer may appoint an independent Inspectorate who shall act on behalf of the Engineer to conduct any test to ensure that materials and workmanship comply with the requirements of the contract.

The Contractor shall provide access at all times and shall be responsible for the opening and closing of access covers for inspection purposes and for providing sufficient labour and equipment such as ladders, rubber-tyred trolleys, rubber mats or other suitable protection for linings, lighting etc, all to the approval of the Engineer, to enable the Engineer, his authorised Representatives or the Inspectorate to inspect the works efficiently. The Engineer and the Inspectorate shall be afforded every facility to enable inspection to be carried out effectively.

PS3.4.1.10.1 Weld inspection

Radiographic examination

Butt welds shall be examined radiographically by the Inspectorate who shall process and adjudicate radiographs on Site. The standard of acceptability shall be in accordance with API 1104.

10% of the total length of all manual field welds, 2½% of the total length of field welds done by an approved automatic process and 100% of the length of all welds at mitres shall be examined radiographically with particular reference to weld intersections, using equipment supplied and staffed by the Inspectorate.

The Engineer reserves the right to decrease the length of welds radiographed to a minimum of 4% of manual welds and 1% of automatic welds if the standard of welding is consistently high and justifies the reduction.

The Engineer however also reserves the right to increase the length of welds to be radiographed to 100% of length of weld on the following basis and any increase above 10% of length of manual welds or 2½% of length of automatic welds, shall be to the Contractor's account.

If in 10% of length of manual welds or 2½% of length of automatic welds radiographed, more than 1 out of every 5 butt welded joints successively examined shows defects, length of weld to be radiographed shall be increased to 20% of manual welds and 5% of automatic welds.

If in 20% of length of manual, welds or 5% of length of automatic welds radiographed, more than 3 butt welded joints in any 10 joints successively examined shows defects, the length of weld to be examined shall be increased to 50% of manual welds and 10% of automatic welds.

If in the length of welds so radiographed, more than 5 in any 20 joints successively radiographed shows defects, the Engineer may increase the length of weld to be examined at his own discretion up to 100% of manual and automatic welds.

All defects shall be repaired and re-radiographed at the Contractor's cost and such radiography of repairs shall not be deemed to be included in the required percentage of radiography.

Claims arising from delays in construction caused by justifiable additional radiography which may be ordered by the Engineer or necessitated by weld repairs, shall not be considered.

Visual examination

All fields' welds shall be examined visually.

Fillet welds

Apart from visual examination, fillet welds shall be subject to dye penetrant or magnetic particle tests at the Inspectorate's discretion.

Repair of welds

Rectification of defective welds shall be in accordance with API 1104 and to the satisfaction of the Engineer.

All costs related to the repair of defective welds shall be borne by the Contractor.

Defective welds shall be repaired immediately they are found to be so. The Engineer has the right to stop the Contractor proceeding with further pipe laying in the event of the Contractor delaying the rectification of defective

welds. Furthermore, no consideration will be given to any claims arising from delays in construction resulting from such action.

PS3.4.1.10.2 Inspection of organic linings and coatings

All linings and coatings, whether having passed a factory inspection or not, shall be inspected on site and shall be subject to rejection.

All repairs to linings and coatings shall be subject to inspection.

All materials used on site for lining and coating or for repairs to linings and coatings shall be subjected to tests. The number of samples tested and the sampling points shall be at the Engineer's or the Inspectorate's discretion. The Contractor shall provide all samples free of charge.

Materials rejected shall be removed from site without delay, whether such materials have already been applied to pipes, specials and appurtenances, or not.

The Contractor shall perform a closed-circuit television (CCTV) camera lining inspection survey of the constructed pipeline and repair all faults/damages indicated by the survey at his cost to the satisfaction of the Engineer before filling of the pipeline with water. An acceptable recording shall be handed to the Engineer as soon as surveys over any section have been completed.

A direct current voltage gradient (DCVG) survey shall be performed after the completion of the pipeline's construction and after the first general rain. The Contractor shall repair all coating faults/damages indicated by the survey at his own cost to the satisfaction of the Engineer.

C3. 5 ENVIRONMENTAL MANAGEMENT PLAN (GENERAL SPECIFICATIONS)

1. SCOPE

This specification covers the requirements for the effective implementation of an Environmental Management Plan. The purpose of the Environmental Management Programme is to translate environmental policy into practice by putting in place management of environmental initiatives.

2. INTERPRETATIONS

Supporting Documents

Where this specification is required for a project, the following documents shall inter-alia be read in conjunction with this specification:

Statutory requirements of the Environmental Conservation Act (Act No. 73 of 1989)

Statutory requirements of the Environmental Management Act (Act No. 107 of 1998)

3. APPLICATIONS

The provision of this specification shall apply in respect of all Contractors, Subcontractors or any of their site personnel, or suppliers, who are engaged in the executions of the works.

4. OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan which is in accordance with the Environmental policy of the Client is intended primarily as a management tool for the Municipality, the Engineer and the Contractor. The Environmental Management Plan outlines structures and procedures to be implemented by the Contractor and to minimize and manage potential environmental impacts which the Contractor's construction activities might have on the receiving environment.

5. RESPONSIBILITIES OF THE CONTRACTOR

The Engineer will on commencement of the project appoint an Environmental Controller who, in addition to his normal duties, will have direct responsibility for the implementation and monitoring of the Environmental Management Plan.

The Environmental Controller will liaise with the Engineer and the successful Contractor, in order to ensure effective implementation of the Environmental Management Plan. The co-operation of the Contractor will be crucial and the Environmental Controller will delegate responsibility for the Environmental Management Plan, through the Engineer to the Contractor.

The Contractor will be required to submit a detailed Method Statement, outlining how his construction activities will comply with the prescribed procedures of the Environmental Management Plan, to the Environmental Controller for approval.

Specific responsibilities of the Contractors include:

- (a) Identifying procedures applicable to the activities they control.
- (b) Compiling method statement to meet the procedures and targets
- (c) Submitting method statement to the environmental Controller for approval.
- (d) Devising a system for monitoring compliance with method statements and procedures.
- (e) Implementing corrective and preventative actions recommended by the Environmental Controller.
- (f) Review of Environmental Management Plan implementation and effectiveness at weekly site meetings (with the Environmental Controller)

Should the Engineer be of the opinion that the Environmental Management Plan and the conditions of method statement are not being adhered to and the appropriate corrective action is not being implemented, the Engineer, advised by the Environmental Controller, will be at liberty to instruct the Contractor to cease the related operations until the Contractor complies with the relevant requirements. The Contractor will under these circumstances not be entitled to any extension of time for these stoppages.

6. RESPONSIBILITIES OF THE ENVIRONMENTAL CONTROLLER

The Environmental Controller will be responsible for the practical implementation and monitoring of the Environmental Management Plan and he will report directly to the Engineer in this regard. The Environmental Controller will on daily basis inspect and monitor operations on and off site and will take the necessary action where required ensuring compliance with the requirements of the Environmental Management Plan. The Environmental Controller will on weekly basis meet with the Contractor to review the performance of the Environmental Management Plan.

Method Statements

The Contractor will be required to submit method statements to the Environmental Controller outlining proposed construction activities, phasing and procedures and methods to comply with the targets stipulated in the Environmental Management Plan. Method statement shall, where applicable, include site establishment drawings with sufficient detail to assess the potential impact of the site facilities or assess the degree of safeguarding provided against pollution.

Method statements shall indicate how the procedures will be applied in order to meet the relevant targets and are central to the proper implementation of the Environmental Management Plan.

Method statements must be submitted at least 14 days prior the proposed commencement of related activities and must be approved by the Environmental Controller, in consultation with the Engineer. The Environmental Controller shall keep the copies of these method statements and letters of approval (including conditions attached) in a method statement file.

Any deviations from the approved method statements must be submitted to the Environmental Controller for approval and any amendments to be submitted to the Engineer.

Intervals of Site meetings

It is anticipated that the following meetings, where the Environmental Management Plan will be on the agenda, will be held:

- Separate daily Engineering
-
- Weekly • site meetings with Contractor, Environmental Controller and the Engineer if necessary.
- Progress meetings attended by the Engineer and other members of the project team (including the Environmental Controller).

The environmental Controller may also call other meetings in response to particular environmental problems or opportunities.

Environmental Management during decommissioning

Environmental Management associated with the decommissioning of this project will ensure that the following items are addressed at closure and during the defect's liability period:

- all cleared sites are rehabilitated with indigenous grass material all
- visible alien plants are removed from disturbed sites
- all recyclable rubble and waste, for example, scrap metal, bottles, cans and plastics are collected and disposed of through a registered recycling company.

- All non-recyclable rubble and solid waste be collected and disposed of at a registered waste disposal facility.

Measurement and Payment

The Contractor will not be separately reimbursed or compensated in respect of the compliance with this specification and all the Contractor's costs associated with the compliance with the provision of this part of the specification shall, save and except to the extent provided for in the Fixed charge, Value related items and time related items of the schedule of quantities, be deemed to be included in the rates tendered for various items of work listed in the schedule of quantities

Further Specification on the Environmental Issues

Scope

This specification covers the provisions and requirements relating to the conservation of fauna, wetlands and vegetation.

Application

The provisions of this specification shall apply in respect of all phases of the contract. These specifications are complimentary to the Standardised Specification (SABS 1200).

Construction Phase

Vegetation Clearance

No trees, shrubs or bushes shall be damaged or cut down by the Contractor or by any of his employees, whether for use on the works or otherwise, without the written consent of the Engineer and then only in a manner as he may direct.

No vegetative material, other than alien invasive materials, shall be burnt or removed for firewood.

Protection of Vegetation

Trees which have been selected for preservation by the Engineer whether within or adjacent to the construction site, shall be fenced around their drip line. The fence shall be clearly marked with danger tape. The demarcated areas shall not be used for material storage or as allocation for temporary buildings.

Alien Vegetation

The Contractor shall remove all alien trees and shrubs as directed by the Engineer during the construction and maintenance period. Care shall be taken to ensure that the topsoil used for rehabilitation is free of contamination by seeds of alien vegetation.

Topsoil

The source of the topsoil to be used in the rehabilitation of the works area shall be stripped from all areas that are to be utilized during construction period and where permanent structures and access is required. These areas will include temporary and permanent access roads, construction camps, lay down areas, dump sites. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil shall be stripped to a minimum depth of 150mm and a maximum depth of 300mm or to a depth of bedrock where soil is shallower than 300mm.

Stripped topsoil shall not be buried or rendered unsuitable in any way for further use by mixing with spoil or by compaction by machinery.

Topsoil stripped from different soil zones shall be stockpiled separately and clearly identified. Different soil zones stockpiles shall not be mixed. Soil stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, solid waste or any other material that may result in a reduction of soil quality. Topsoil shall be placed in the same soil zone from which it had been stripped. Fauna

The Contractor, his employees, their subcontractors or their subcontractor's employees shall not handle, remove, kill or interfere with any wildlife, domestic animals, or aquatic life. The

Contractor and his employees shall not bring any domestic animals onto site.

Archaeological and Paleontological artefacts

Should any archaeological and paleontological artefacts be uncovered or found during excavation, work in the area where these artefacts were found shall cease immediately and the Engineer shall be notified as soon as possible.

General Requirements

Special attention shall be given to General Conditions of Contract 2015 3rd Edition clauses 4.6 and 4.7.

On completion of the works, the Contractor shall clear away and remove from site any construction plant and equipment, surplus materials, foundations, plumbing and fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to as near as practicable to its original profile before topsoil placement and vegetation.

C3.5.1 ENVIRONMENTAL SPECIFICATION FOR THE CONSTRUCTION OF THABAZIMBI BULK WATER PIPELINE

Introduction

This environmental specification offers strategies for the planning and design of bulk water supply management systems with particular emphasis on environmental sustainability. It is commonly acknowledged that bulk water supply developments impact negatively on natural water systems. By taking more cognisance of environmental and natural hydrological patterns and processes it is possible, to develop bulk water supply management systems in a fashion that lessens these potentially negative impacts and are more naturally sustainable.

Construction and developments are processes of growth and change, which foster improvement. Any development will therefore affect or impact on its environment in some way or other. We consider the building of roads, the erection of buildings and the general improvement of factors that cause inconvenience - like the construction of bulk water supply systems - as development. However, this development may significantly change the hydraulic properties and ultimately the natural environment of an area.

Thabazimbi Local Municipality is responsible for the municipality's bulk water supply and management. The municipality's bulk water systems and management processes should be intended to reduce adverse impacts on the receiving environment. It is for this reason that Thabazimbi Local Municipality is responsible for ensuring legal compliance with environmental legislature and acquisition of an Environmental Authorization for this project.

Basic Assessment Process

A Basic Assessment Process is applicable to this specific project. The listed activities triggered by this particular development include Activity 09 and Activity 12 under Listing Notice 1 of GNR 327 of 07 April 2017. These two listed activities which are triggered by the proposed development will require an Environmental Authorization to be issued by the Limpopo Department of Economic, Small Business Development, Tourism & Environmental Affairs (DESTEA).

The Basic Assessment process further entails a socio-ecological assessment of the affected communities and their comments primarily on the environmental attributes of the proposed development site and any alternatives and an investigation into any other related issues and potential impacts. This is usually accomplished by means of a Public Participation Process (PPP), which involves all Interested and Affected Parties (I&AP's).

The proposed development will result in a number of impacts, both positive and negative, during the Planning and Design, Construction and Operation Phases (see table below). The phase with the highest number of impacts is the construction phase. Some of the key impacts (not limited to) will include:

- Land ownership and servitude issues because the pipeline construction will inconvenience landowners.
- Socio-Economic impacts through a number of temporary unskilled jobs that can be created during the construction phase of the project
- Permanent loss of indigenous vegetation due to the widening of the existing cleared pipeline route through the undisturbed sections.
- Inappropriate disturbance and modification to the streams during construction of upgraded stream crossings.
- Changes and disturbances to the hydrology of the stream systems and riverine biodiversity
- Soil erosion on steep slopes due to disturbance of highly erosive soils and poor rehabilitation.

Environmental Management of Bulk Water Supply Systems during the Construction Phase

Construction of the bulk water management system should be carried out subject to the provisions of an environmental authorization (EA) and an environmental management programme (EMP). During the construction process compliance audit inspections will be required to ensure compliance with the EA, environmental legislature and the EMP. These inspections should be conducted by a qualified independent and external environmental specialist. Detailed audit reports should be submitted monthly or biweekly depending on the project size and recommendations provided in the EA.

Preservation of natural areas, waterbodies, and open space has numerous economic, aesthetic, community, and environmental benefits. Preservation efforts also often increase the value of lots and homes and help to reduce overall expenditures on infrastructure. Specifically, these kinds of conservation efforts can help to significantly reduce the volume and velocity of stormwater runoff and the pollutants that may be carried with it. Conclusion The appointed principal contractor and any subcontractor's will be legally required to comply with the conditions provided in the Environmental Authorization for this project and associated environmental regulations pertinent to bulk water supply system construction, upgrades and maintenance work.

It is important for the local community to "take ownership" of their local river system in the sense of becoming aware of its purpose and benefits and the way in which it is intended to function. An awareness of the benefits of an environmentally friendly system will hopefully start to reverse the pressures exerted at present to

introduce greater amounts of impervious paving, drain wet ponds, provide culverts for river etc. The formation of Friends of Rivers groups should be encouraged.

The successful bidder will be required to ensure that adequate financial and human resources are available for the construction phase to ensure that the guidelines and requirements detailed in the Environmental Authorization are adhered to. This will include (but not limited to) the appointment of a qualified Environmental Officer and an Environmental Committee and Environmental Awareness Trainings. from a wide range of needs in the community. It is therefore essential to make sure that the available funds for the project cater for environmental personnel and compliance requirements (e.g., dust suppression, waste management etc.).

Please note that this environmental specification is for information purposes during the tender and procurement stage. Detailed compliance guidelines will be documented in the Environmental Authorization to be issued to the successful bidder.

C3.6 POHS : OHS 1993 HEALTH AND SAFETY SPECIFICATION

POHS (1) SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.3 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- (a) Lifting and lowering of materials and equipment from the ground onto the pipe pedestals (water)
- (b) Deep excavations in soils requiring shoring or reducing of slopes
- (c) Blasting of hard rock or demolition of concrete
- (d) Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- (e) Exposure to possible injuries due to mishandling or failure of power and hand tools
- (f) Falling debris, tools and materials from bridge
- (g) Non-conformance to specifications with regards to fasteners and materials
- (h) Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

POHS (2) DEFINITIONS

For the purpose of this contract the following shall apply:

- "Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "client" as defined in the Construction Regulations 2003. "Employer" and "client" is therefore interchangeable and shall be read in the context of the relevant document.
- "Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.
In this specification the terms "principal contractor" and "contractor" are replaced with "Contractor" and "subcontractor" respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- “Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

POHS (3) TENDERS

The Contractor shall submit the following with his tender:

- a draft Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

POHS (4) NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0m or more; the use of
- explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0m; or working at a height greater
- than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

POHS (5) RISK ASSESSMENT and SAFETY PLAN

(a) Risk assessment

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

(b) Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

POHS (6) APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

(a) Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

(b) Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

POHS (7) APPOINTMENT OF SAFETY PERSONNEL

(a) Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

(b) Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

(c) Health and safety representatives

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

(d) Health and safety committee

In terms of Sections 17 and 18 of the Act (OHS 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

(e) Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (n) Stacking and storage on construction sites as described in Regulation 26; and

- (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

POHS (8) RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PART C4: SITE INFORMATION

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C4.1: LOCALITY PLAN

4.1.1 General

The project site is situated at Raphuthi Village, approximately 51 kilometres from Thabazimbi Town, within Ward 04 of Thabazimbi Local Municipality, Limpopo Province. Access to the project area is provided via the R516 regional road, which links Thabazimbi and Bela-Bela, making the site accessible for construction activities, transportation of materials, and operational support.

4.1.2 Site Location

The central geographic coordinates of the settlement are approximately:

Latitude: 24°54'35" South

Longitude: 27°38'25" East



Figure 1: Locality Map

C4.3 TENDER DRAWINGS

To be issued separately.

**PART C5: ANNEXES TO THE CONTRACT DOCUMENT (ANNEX F) STANDARD
CONDITIONS OF TENDER**

STANDARD CONDITIONS OF TENDER (10 JULY 2015)

Annex F
(normative)

Annex F
(normative)

Standard Conditions of Tender

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the 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;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. 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.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state 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 services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.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.

F.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.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

F.2.13.8 Accept that the employer 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.

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds 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.

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate 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.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and P_{min} =

Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and P_{min} =

Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
B-BBEE status level of contributor	Number of points
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.