

MUNICIPAL TENDER REFERENCE

BID NO: BGPG/02/NC061/08/2023

CONTRACT DOCUMENT

FOR THE

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY PROJECT NO. 34064.01

VOLUME 3 (RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 64 - 67** of this document (see also Clause F.4.4 on **page 10**)



CLIENT:

Richtersveld Municipality
Private Bag X 113
Port Nolloth
8280

Tel.: 027 851 1111
Fax: 027 851 1101

ENGINEER:

Bvi Consulting Engineers
P.O.Box 683
Springbok
8240

Tel.: 027 712 9990
Fax: 027 712 9991

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

GENERAL TENDER INFORMATION

TENDER ADVERTISED : Friday, 27 October 2023

ESTIMATED CIDB CONTRACTOR GRADING : 6EP

SITE VISIT/CLARIFICATION MEETING : Noncompulsory

VENUE FOR OPTIONAL SITE VISIT/CLARIFICATION MEETING : Richtersveld Municipality
Main Road
Port Nolloth
8280

CLOSING DATE : Monday, 20 November 2023

CLOSING TIME : 12h00

CLOSING VENUE : Richtersveld Municipality
Main Road
Port Nolloth
8280

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

TENDER SUMMARY

Tender (Supply of material, Plant and Labour)

Tender Amount: R..... Completion Time:..... weeks

Name of Tenderer:

.....

Address:

.....

.....

Signature of Tenderer

Date

Richtersveld Municipality

Date

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

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Part T1: Tendering procedures

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RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

Tender Notice and Invitation to Tender

**RICHTERSVELD MUNICIPALITY invites tenders for Tender No. BID NO: BGPG/02/NC061/08/2023
ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY**

The contract comprises of the following scope of works:

- (a) Alexander Bay Water Extraction Site (**28° 34' 4.51" S and 16° 30' 37.00" E**):
 - Supply, install and commission a generator back-up power system with an integrated ATS.
 - Supply, install and commission a bulk fuel storage tank.
 - Civil works comprising of earth works, foundations, bulk tank bund wall and fencing.
- (b) Swartzklip Pump Station Site (**28° 34' 4.88" S and 16° 30' 26.64" E**):
 - Supply, install and commission a generator back-up power system with an integrated ATS.
 - Supply, install and commission a bulk fuel storage tank.
 - Civil works comprising of earth works, foundations, bulk tank bund wall and fencing.
- (c) Port Nolloth Pump Station Site (**28° 36' 39.59" S and 16° 29' 57.48" E**):
 - Supply, install and commission a generator back-up power system with an integrated ATS.
 - Civil works comprising of earth works, foundations, bulk tank bund wall and fencing.
 - Supply, install and commission a bulk fuel storage tank.
 - Supply, install and commission a pump set.
 - Supply a 1 kl diesel bowser on a double axial trailer.

A non-refundable tender deposit of **R 623.30** per document is payable through EFT into the bank account of **Richtersveld Municipality: First National Bank, Cheque Account, Account No: 53471831653, Branch Code: 200806**. Tender documents will be available from **Monday, 30th of October 2023** and can be obtained from E-Tender Portal, CIDB Portal or collected from Richtersveld Municipality's SCM office. Proof of payment to be presented upon collection and submission of the tender document. NB.: Payments for downloaded tenders from E-Tender or CIDB Portal are also required.

The closing time for receipt of tenders is **Monday, 20th November 2023** at 12h00. Bid documents must be deposited in the tender box situated at the Richtersveld Municipal Offices, 169 Main Road Port Nolloth, Late bid submissions will be not considered. Queries relating to issues arising from this document may be addressed to Mr. I. Cloete of Richtersveld Municipality, Tel No. 027 851 1125, email ivan@richtersveld.gov.za. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following forms: MBD 4, MBD 6.1, MBD 6.2, MBD 8, MBD 9, SCM 1 and SCM 2 must be completed and submitted with the bid. An optional site visit can be arranged should you wish to familiarize yourself with the site conditions. **BVI Consulting Engineers (Pty) Ltd is appointed to render Professional Engineering Services under this contract.** The Municipality reserves the right not to award the tender to the only or the lowest Tenderer. Tenders may only be submitted on the tender documentation that has been issued. No tender offer will be considered from the following tenderers:

- a) If the Tenderers do not comply to the CIDB-Grading Conditions. It is estimated that tenderers should have a CIDB contractor grading designation of **6 EP**.
- b) Persons who were convicted for fraud or corruption during the past five years.
- c) Who willfully neglected, reneged on or failed to comply with a government contract during the past five years.
- d) Tenderers who cannot submit a valid Tax Clearance Certificate or SARS PIN.
- e) Tenderers who cannot submit an original/certified valid B-BBEE certificate or exemption certificate (EMEs).
- f) Tenderers who are not registered or accredited as a Contractor or a contractor according to the Central Contractor Database (CSD).

g) Tenders who haven't scored the minimum points required under the functionality criteria.

MR. JG CLOETE
MUNICIPAL MANAGER
RICHTERSVELD MUNICIPALITY
027 851 1112



RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender (refer to Annex F on page 14) as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
F.1	General
F.1.1	Actions <i>Add the following:</i> The Employer is RICHTERSVELD MUNICIPALITY (Pty) Ltd represented by the MUNICIPAL MANAGER: Mr. J CLOETE
F.1.2	Tender Documents <i>Add the following:</i> "The following documents form part of this tender: VOLUME 1 : The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), PRIVATE BAG X113, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za . VOLUME 2 : The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are obtainable and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001. Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours. The contract documents issued by the Employer comprise: VOLUME 3: The Contract Document (this document), in which is bound: The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Construction
- C3.4 Management
- C3.5 Annexes

Part C4: Site information

- C4 Site information

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

F.1.4

Communication and employer's agent

Add the following:

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

The Employer's Agent is:

Name: Mr. W Cloete

Address: BVi Consulting Engineers NC (Pty) Ltd
17a, Keerom str.,
Springbok
8240

Tel: 027 712 9990

Fax: 027 712 9991

E-mail: spk@bvinam.co.za

F.1.5

The Employer's right to accept or reject any tender offer

Add the following:

F.1.5.3

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

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2

Tenderer's obligations

F.2.1

Eligibility

Add the following to F.2.1.1:

F.2.1.1

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

F.2.1.1.1

Construction Industry Development Board (CIDB) Registration

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

Tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

Joint Ventures are eligible to submit tenders provided that:

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

For alpha-numeri's associated with the contractor Grading Designations see Annex G attached.

F.2.7

Optional Site Visit and Clarification meeting

Add the following:

An optional site visit can be arranged should you wish to familiarize yourself with the site conditions. The arrangements for the optional clarification meeting and site inspection are as follows:

Location / venue: **Richtersveld Municipality, Port Nolloth/Alexanderbay**

All interested parties must notify Mr. Ivan Cloete:

Tel.: 027 851 1125 E-mail: ivan@richtersveld.gov.za

F.2.12

Alternative tender offers

Add the following to F.2.12.1:

F.2.12.1

If a tenderer wishes to submit an alternative tender offer, he shall do so as separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the full amount tendered for the alternative portion of the offer to cover the Employer's costs in confirming the acceptability of the detailed design before it is constructed.

F.2.13 **Submitting a tender offer**

Add the following to F.2.13.1

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, **PLUS 1 (one)** copy.

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

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

Add the following to F.2.13.5:

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

Location of tender box:	RICHTERSVELD MUNICIPALITY, PORT NOLLOTH
Physical address:	Main Road, PORT NOLLOTH, 8280
Identification details:	Tender number: BID NO: BGPG/02/NC061/08/2023
Title of tender:	ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. BGPG/02/NC061/08/2023: "ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY"**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.13.6:

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

Add the following sub-clause after F.2.13.9:

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

F.2.15 **Closing time**

Add the following to F.2.15.1:

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

F.2.16 **Tender offer validity**

Add the following to F.2.16.1:

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

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

Add the following to F.2.17:

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

F.2.18 **Provide other material**

Add the following to F.2.18.1:

F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**:

i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;

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

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

F.2.23

Certificates

Add the following:

The tenderer is required to submit the following:

The tenderer shall submit with his tender:

- (1) either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).
- (2) an original valid Tax Clearance Certificate or SARS PIN issued by the South African Revenue Services.
- (3) an original valid B-BBEE status level verification certificate or certified sworn Affidavit.
- (4) Company / CC / Trust / Partnership registration certificates.
- (5) Joint Venture Agreement and Power of attorney in case of Joint Ventures
- (6) ID certificates in case of one-man concerns.
- (7) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993).
- (8) Unemployment Insurance Fund (UIF) Registration Certificate.

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

F.3

The Employer's undertakings

F.3.2

Issue Addenda

Add the following to F.3.2:

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

F.3.4

Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1

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

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

Location: Main Road, PORT NOLLOTH, 8280

F.3.8

Test for responsiveness

Add the following:

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

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;

F.3.11 **Evaluation of tender offers**

The method for evaluation for this contract will be the following:

Method 2 : Financial offer and preferences

The procedure for the evaluation of responsive tenders is Method 2 and is described in detail in the Preferential Procurement Specification

Add the following new subclause:

Risk Analysis

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

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

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

F3.13 **Acceptance of tender offer**

Add the following to F.3.13.1:

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate or SARS PIN issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is: **1 (one)**.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 **Compliance with Occupational Health and Safety Act 1993**

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

In this regard the Tenderer shall submit with his tender, appended to Schedule 11 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

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

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

F.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

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

F.4.4 Invalid tenders

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

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

F.4.5 Negotiations with preferred tenderers

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

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

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

F.4.6 UIF payments

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

F.4.7 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

F.4.8 Tenders forwarded by post

No tenders will be accepted that was posted or faxed.

F.4.9 Withdrawal of Tenders

A Tenderer may withdraw his Tender (in writing) any time before the closing date and time for the submission of tenders if a notice to this effect reaches the Engineer before the closing date and time.

F.4.10 Acceptance or rejection of Tenders

A Tender can be rejected if it is conditional or incomplete or if the Form of Tender or Bill of Quantities contain any absurdities or if the prices in the Bill of Quantities are unbalanced and the Tenderer fail to amend it within twenty four(24) hours after being notified about it.

The Employer does not bind itself to accept the tender with the highest preference points, the lowest or any tender and reserves the right to accept any tender or portion of a tender, as it deems expedient.

F.4.11 Signing of the Contract

The successful Tenderer has to sign the Form of Agreement within the period of seven (7) days after being notified that his Tender had been accepted.

In the event where the Tenderer fail to take up the Contract when called upon by the Employer to do so, or withdrawing his Tender after the closing date and time, or failing to provide an acceptable guarantee, the Employer reserves the right to insist that the Tenderer shall pay to the Employer the cost incurred by the Employer in having to award the Tender to another Contractor.

F.4.12 Amendments of Arithmetical errors

The Employer reserves the right to adjust arithmetical errors in the extension of rates and totals in the tender and the Tenderer will be informed of the effect of any corrections on his tender sum prior to the award of the Contract.

F.4.13 Refunding of Deposits

Deposits are non-refundable

F.4.14 Disqualifications of tenders

No tender offer will be consider from the following tenderers:

- h) Persons who were convicted for fraud or corruption during the past five years.

- i) Who wilfully neglected, reneged on or failed to comply with a goverment contract during the past five years.
- j) Tenderer who cant submit a Tax Clearance Certificate or SARS PIN.
- k) Tenderer who is not registered or accredited as a supplier or a contractor.
- l) Proof cant be provided that a performance guarantee can be submitted on the award of the contract.

F.4. 15 Cessions of Rights and Demands

Cessions of Rights will be consired and can therefore be applicable to the execution of this contract.

F.4. 16 Time for Completion of Works

The period for the completion of works must be stated in the Contract Data of the Tender (in weeks) within which time the work must be completed.

F.4. 17 Currency

All prices, deposits and payments shall be in the currency of the Republic of South Africa (Rand) and cheques for the deposits have to be made out to RICHTERSVELD MUNICIPALITY.

Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- 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.

Annex G
(normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	N/A

Table G2: Classes of construction work (see next page)

Table G2
CLASSES OF CONSTRUCTION WORK

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

Description	Designation	Definition	Works types	Examples
General building works	GB	<p>Construction works that:</p> <ul style="list-style-type: none"> a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works. 	<p>Buildings and ancillary works other than those categorised as being:</p> <ul style="list-style-type: none"> a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works. 	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls
Mechanical engineering works	ME	<p>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</p>	Machine systems including those relating to the environment of building interiors: <ul style="list-style-type: none"> a) gas transmission and distribution systems pipelines b) solid waste disposal c) materials handling, lifting machinery, heating, ventilation and cooling, pumps, d) continuous process systems e) chemical works, f) metallurgical works, 	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)

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

Part T2: Returnable Documents

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1. T2.1 List of Returnable Documents

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

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance (Agreement)
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

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

2. T2.2 Returnable Schedules required for tender evaluation purposes

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T2.2 Returnable Schedules

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:		
Address of enterprise:		
.....		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		
Section 6: Record of service of the state		
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or Director, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:		
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)		
<input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity		
<input type="checkbox"/> a member of the National Assembly or the National Council of Provinces <input type="checkbox"/> an employee of Parliament or a provincial legislature		
<input type="checkbox"/> a member of the board of Directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity		

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

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

*insert separate page if necessary

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

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

- 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

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 or SARS PIN from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that 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;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

SCHEDULE 2 : SITE VISIT/CLARIFICATION MEETING CERTIFICATE

This is to certify that I/we,

of (tenderer)

of (address)

telephone number

fax number

on (date)

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

SIGNED ON BEHALF OF TENDERER:

SIGNED ON BEHALF OF EMPLOYERS AGENT:

RICHTERSVELD MUNICIPALITY

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SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

A copy of the Joint Venture Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

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SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

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

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT

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

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	QUANTITY	YEAR OF MANUFACTURE

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

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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SCHEDULE 6 : PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)

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

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

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

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

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

PROGRAMME

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data.]

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
9.	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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SCHEDULE 8: TAX CLEARANCE CERTIFICATE/SARS PIN ISSUED

A. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate or certificate indicating the tenderers PIN issued by the South African Revenue Service (SARS) to provide the municipality with access to their SARS documentation shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

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

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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SCHEDULE 9: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 10: HEALTH AND SAFETY PLAN

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

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

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

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

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

Details of the Health and Safety Plan shall be appended to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 11: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 13: DAYWORKS SCHEDULE

This daywork statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all this items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "Up costs".

The item "Up Cost" is left out in the case of equipment. The rate then has to include all of the above "Up Costs" mentioned as well as operator's costs, user's goods, maintenance, etc.

The Tender has to fill in all of the items listed underneath otherwise his Tender can be considered as incomplete.

A. LABOUR

1. Workers per hour plus % "Up-Cost"
2. Supervisors per hour plus % "Up-Cost "
3. Artisan. per hour plus % " Up-Cost "

B. EQUIPMENT

DESCRIPTION	RATE PER HOUR	
	In Work	Standing
Excavator
Front End-Loader.....
Tipper Truck cubic meters
Compressor.....(capacity)
.....(Specify)
.....(Specify)
.....(Specify)

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

C. MATERIAL

Here, The Tenderer has to provide the Up Cost which ought to be added to the basic price:%.

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 14: DECLARATION OF INTEREST (FORM MBD 4)

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars.....
.....

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

3.13.1 If yes, furnish particulars.....
.....

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

3.14.1 If yes, furnish particulars:.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

SCHEDULE 15: MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?

YES/NO

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

.....
.....

2. Do you have outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue more than 30 days?

YES/NO

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

- 2.2 If yes, please provide particulars.

.....
.....

3. Has any contract been awarded to you by any organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

- 3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality/municipal entity 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 Bidder

SCHEDULE 16: MBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value from R30 000-00 of up to R50 000 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000-00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- a) Price, and
- b) B-BBEE Status Level of Contribution

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE80.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION20.....
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of the a bidder to fill in and/or sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean the preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measure entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practise on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “**consortium of joint venture**” 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;

2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

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

2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or community that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and the ability of a bidder;

2.12 “**non-firm prices**” means all price other than “firm” prices;

2.13 “**person**” includes a juristic person;

2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “**sub-contract**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “**trust**” means the arrangement through which the property is made over or bequeathed to a trustee to administer such property for the benefit of any other person; and

2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of any other person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. PRICE AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference must be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered Auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

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

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

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

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

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

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

6. BID DECLARATION

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

8.1.1 If yes, indicate:

- what percentage of the contract will be subcontracted? %
- the name of the subcontractor?
- the B-BBEE status level of the subcontractor?
- Whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

9. DECLARATION WITH REGARDS TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number

9.4 TYPE OF COMPANY/FIRM

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

(Tick applicable box)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

(Tick applicable box)

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....
.....

Registered Account Number

.....

Stand number

.....

9.8 TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:

- a. disqualify the person from the bidding process;
- b. recover costs, losses or damages it has occurred or suffered as a result of that's 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. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- e. forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....

.....

.....

SCHEDULE 17: MBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years because of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

SCHEDULE 18: MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

¹Includes price quotations, advertised competitive bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of the Municipality/Municipal Entity)

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

I certify, on behalf of: _____
that:

(Name of Bidder)

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

- a. prices;
- b. geographical area where the product or service will be rendered (market allocation)
- c. methods, factors or formulas used to calculate prices;
- d. the intention or decision to submit or not to submit, a bid;
- e. the submission of a bid which does not meet the specifications and conditions of the bid; or
- f. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bid and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties 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 term of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

SCHEDULE 19: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

SCHEDULE 20: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution, with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

SCHEDULE 21: FUNCTIONALITY SCORING SCHEDULE

1. Bidders that are valid and responsive in terms of bid conditions will be evaluated for functionality on the following criteria:

Evaluation Criteria & Sub Criteria		Max Score	MAX Weight
1	Experience of Service Provider / Company in relation to the scope of work as per Schedule 4: Schedule of Work Experience on page 33-34 of this document	40	40
1.1	More than 5 years' Experience	40	
1.2	2 - 5 years' Experience	20	
1.3	0 - 2 years' Experience	10	
2	Experience of Key Personnel as per Schedule 9: Details of Site Agents and General Foreman's experience on page 40 of this document (Submit CV, Certificates and references)		30
2.1	General Site Agent: More than 5 years Experience	30	
2.2	General Site Agent: Between 2 - 5 years Experience	20	
2.3	General Site Agent: Less than 2 years Experience	10	
3	Location of Service Provider / Company relative to the locality plan of the project as per Schedule 1: Compulsory Enterprise Questionnaire on page 29-30 of this document		30
3.1	Office within Namakwa District Municipal Boundaries	30	
3.2	Office within Northern Cape Boundaries	20	
3.3	Office outside Northern Cape Boundaries	10	

2. No bid will be regarded as a responsive and acceptable bid if it fails to achieve the minimum qualifying score for functionality of **70 out of a maximum of 100 points**.
3. Bidders must ensure that all the schedules and information is submitted with the bid to ensure optimal scoring for functionality. Additional information can be appended to the Schedules.
4. Bidders that have achieved the minimum score will be evaluated further in terms of the preference point system.
5. The key personnel (Schedule 9 on page 40) must be completed, identifying the proposed key personnel to be involved. No key personnel may be substituted unless agreed to in writing by the municipal Project Management representative or Municipal Manager prior to commencement of work.
6. Schedule 4 on page 33-34 must be completed for previous works of similar nature completed by the tendered in the last 5 years.
7. The bidder must demonstrate that construction equipment will be available for the execution of the contract by completing Schedule 5 on page 35-36. In the case of hiring equipment, proof must be provided that the hiring company will make plant and equipment available to the tenderer should the contract be awarded to the tenderer.

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	64 - 67
C1.2 Contract Data.....	68 - 81
C1.3 Form of Guarantee.....	82 - 84
C1.4 Occupational Health and Safety Agreement.....	85 - 86

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C1.1 Form of Offer and Acceptance (Agreement)

Offer

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

TENDER NO: BGPG/02/NC061/08/2023: ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand
..... (in words);
R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization/)
tenderer

Name and
signature
of witness

Date

Acceptance (TO BE COMPLETED AT ACCEPTANCE STAGE)

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 the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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.

Signature(s)

Name(s)

Capacity

**for the
Employer**
RICHTERSVELD MUNICIPALITY
PRIVATE BAG X113
PORT NOLLOTH
8280

Name and
signature
of witness

Date

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/
tenderer)

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
Address of
organization)
RICHTERSVELD MUNICIPALITY
PRIVATE BAG X113
PORT NOLLOTH
8280

Name and
signature
of witness

Date

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C1.2: CONTRACT DATA

The following standardized General Conditions of Contract:

C1.2.1 GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS

The General Conditions of Contract for Construction Works (**3rd Edition 2015**) prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

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

The Pro-forma's bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

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

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

C1.2.2 CONTRACT SPECIFIC DATA (Specific Conditions of Contract)

The following contract specific data, referring to the **General Conditions of Contract for Construction Works, Third Edition, 2015**, are applicable to this Contract and where insertions or deletions were affected will by implication result in the before or subsequent clause numbering to be adjusted by default:

SC.1 Clause 1.1.1.13:

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a certificate of practical completion.

SC.2 Clause 1.1.1.15:

"Employer" means the **Richtersveld Municipality**. The Chairman acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated.

SC.3 Clause 1.1.1.16:

The **"Employer's Agent"**, referred to in the documents, is the firm of **BVi Consulting Employer's Agents Northern Cape (Pty) Ltd** acting through a director, an associate or an official authorized thereto in writing.

The name of the Employer's Agent is: **BVi Consulting Employer's Agents Northern Cape (Pty) Ltd** or their successors duly appointed by the Employer.

SC.4 Clause 1.1.1.26:

The Pricing Strategy is a **Re-measurement Contract** as referred to in Clause 1.1.1.27

SC.5 Clause 1.1.1.35

Add the following clause after Clause 1.1.1.34:

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

SC.6 Clause 1.1.1.36

Add the following clause after Clause 1.1.1.35.

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

SC.7 Clause 1.2.1.2:

The address of the Employer is:

RICHTERSVELD MUNICIPALITY
PRIVATE BAG X 113
PORT NOLLOTH
8280
TEL.: (027) 851 1111
FAX: (027) 851 1101

Email Address:

ivan@richtersveld.gov.za

The address of the Employer’s Agent is:

BVi CONSULTING EMPLOYER’S AGENTS
17a, Keerom Street
SPRINGBOK
8240
Tel: (027) 712 9990
Fax: (027) 712 9991

Email Address:

spk@bvinam.co.za

SC.8 Clause 1.2.6

Add the following clause after Clause 1.2.5

Failure or omission by the Employer to enforce any provision, term or condition of this agreement shall not constitute a waiver of such provision, term or condition or affect the Employer’s rights to require the performance of such provision, term or condition in the future.

SC.9 Clause 2: BASIS OF CONTRACT

Add the following clause after Clause 2.4.2

Clause 2.4.3

In the absence of the Contractor having first obtained the necessary clarification or instruction from the Employer’s Agent, before proceeding with the works, relying on his own interpretation and opinion, the Contractor will not be entitled to make a claim in accordance with Clause 10.1.

SC.10 Clause 3: EMPLOYER’S AGENT

Add the following clause after Clause 3.2.3

Clause 3.2.4

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

1. Clause 3.3.1 Nomination of Employer's Agent's Representative
2. Clause 3.3.4 Employer's Agent authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

SC.11 Clause 4: CONTRACTOR'S GENERAL OBLIGATIONS

Add the following before subclause 4.1.1:

“Contract Agreement”

The Contractor and the Employer shall enter into a Contract Agreement within **21 days** after the Contractor receives the written notice of C1.1.2 Acceptance unless they agree otherwise. The Contract Agreement shall be based upon the C1.1.4 Contract Agreement form included in the tender document. The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.”

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) C1.1.3 Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;
- (2) C1.3 Form of Guarantee has been completed by the Contractor and approved by the Employer;
- (3) An original valid Tax Clearance Certificate or SARS PIN(valid on date of signing the Agreement) has been submitted and approved;
- (4) Insurances (as specified) with proof of validity have been provided by the Contractor and approved by the Employer;
- (5) C1.4 Occupational Health and Safety Agreement has been completed and signed by both parties;
- (6) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993 has been provided by the Contractor and approved by the Employer.

SC.12 Clause 4.3.3

Add the following clause after Clause 4.3.2.:

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

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within **fourteen (14) days** after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

SC.13 Clause 4.3.4

Add the following clause after Clause 4.3.3.:

The Contractor shall provide proof to the Employer, within **14 days** from the date of delivery of the Acceptance, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.”

SC.14 Clause 4.4.3

Add the following new subclause:

Clause 4.4.3.1 “The procedure for Selected Subcontractors shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

- a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,
- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
 - (i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
 - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
 - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
 - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
 - (v) any claims as aforesaid.

SC.15 Clause 4.10.1

Add the following:

The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region.

SC.16 Clause 4.10.3

Add the following clause after Clause 4.10.2:

The Contractor must provide adequate accommodation, offices and latrine facilities for his labour and employees and the Contractor shall bear all relevant associated costs for the duration of the contract. For the duration of the contract all latrines must comply to the relevant regulatory of local-, provincial and/or central government requirements and must be placed in such a manner that it will meet the Employer's Agents approval. If at any time during the contract the Contractor fails to meet these requirements, the Employer's Agent shall have the right to put in place all measures to rectify and/or provide adequate sanitary conditions, with all costs incurred hereto to be recovered from the Contractor.

SC.17 Clause 4.12.4:

Add the following clause after Clause 4.12.3:

It is not the responsibility of the Employer's Agent or his delegated authority on site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Employer's Agents, Foreman, Surveyors, Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that

adequate management, control, and/or execution of the works is obtained during the duration of the contact.

SC.18 Clause 5: TIME AND RELATED MATTERS

SC.19 Clause 5.3.1

The documentation required before commencement with Works execution is:

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

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

SC.20 Clause 5.3.2

The time to submit the documentation required before commencement with Works execution is **14 days**.

SC.21 Clause 5.3.4

Add the following clause after Clause 5.3.3:

The Contractor shall commence executing the works within **14 days** from the Commencement Date.

The Commencement Date will be the day when all of the following takes place:

- Site Handover to the Contractor

The above will take place within 7 days of the issue of the Letter of Acceptance.

SC.22 Clause 5.4.2

Add the following:

The proposed works must be measured and pegged out from existing pegs and structures. The Contractor is responsible for the pegging and setting out of the works, as well as for the heights where required. The Contractor is responsible to check all reference pegs before commencing with the works and should there be any ambiguities, the Contractor must inform the Employer's Agent.

SC.23 Clause 5.4.2

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

SC.24 Clause 5.4.4

Add the following clause after Clause 5.4.3:

The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

SC.25 Clause 5.6.1

Add the following:

The Contractor shall deliver a detailed programme of work to the Employer's Agent within **fourteen (14)** days from the Commencement Date. The Contractor must indicate and make provision in his program for the accommodation of the works that will be carried out by the Sub-Contractors. The Employer or the Employer's agent will not be liable in any way for deviations from the program, or as a result of target

dates not met on the critical path by the Contractor or the Sub-Contractors and it remains the full responsibility of the Contractor to manage the works according to his program.

SC.26 Clause 5.8.1

Non-working days are Sundays.

Special non-working days are all gazetted public holidays falling outside the year end break.

SC.27 Clause 5.8.3

Add the following clause after 5.8.2:

The yearend break commences as published annually by SAFCEC.

SC.28 Clause 5.9.1

Add the following to the clause:

The drawings shall remain the property of the Employer and the Contractor will sign receipt for the acceptance thereof. The copyright on all documents remains with the Employer and no drawings or parts thereof may be duplicated without approval by the Employer's Agent.

SC.29 Clause 5.9.8

Add the following clause after 5.9.7:

Three paper prints of each Drawing will be furnished free of charge to the Contractor. Additional prints of the same Drawings will be for the Contractors account.

SC.30 Clause 5.9.9

Add the following clause after 5.9.8:

Only dimensions shown on the Drawings may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Employer's Agent. All dimensions shown on the drawings must be checked by the Contractor on Site before any part of the Works is commenced with.

SC.31 Clause 5.12.1

Amend the clause to read:

If the Contractor considers himself entitled to an extension of time for circumstances of any kind except those expressly excluded, which may occur that will actually extend Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days or savings of time which might apply in respect of such claim.

SC.32 Clause 5.12.2.2

Add the following:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, extension of time shall be granted in accordance with the provisions of Clause 5.12 in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal conditions shall be deemed to exist. The number of **working days** quoted below for each calendar month shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions by the Contractor.

Month	Working Days	Month	Working Days
January	0	July	2
February	1	August	1
March	1	September	0
April	1	October	0
May	2	November	0
June	3	December	0

Extension of time in terms of Clause 5.12 based on abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof according to the formula given below, for the full contract period including any extension thereof.

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

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

N_w = Actual number of days during the calendar month whereupon a rainfall of Y mm or more was recorded.

N_n = Average number of days during the relevant calendar month whereupon, according to existing rainfall data, a rainfall of Y mm or more was recorded.

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

R_n = Average rainfall in mm, for the calendar month derived from existing rainfall data.

X = This is regional factor and shall varies from 5mm/calender month for dry areas to 20mm/calender month for wet areas. Clay soil must have a lower value than a lower value as sandy granular soil, since it will take longer to dry out.

Y = This is the intensity of rain that will cause the cessation of work and can be about 10 mm/day.

- For the purpose of the contract, N_n , R_n , X and Y shall have the values as provided in the Annexures to the tender and/or the specifications.
- The total extension of time is the algebraic sum of the monthly totals for the subject period under consideration.
- Extension of time for part of a month, shall be calculated by using the pro-rata values of N_n and R_n for the relevant calendar month. If the algebraic sum of the monthly totals is negative, no reduction in contract completion time will be applicable due to abnormal rainfall conditions.
- The formula does not take into account any delays as a result of flood damage that will result in further or simultaneous delays. The delays as a result of flood damage must be handled separately for the purposes of extension of time on the completion time

SC.33 Clause 5.12.2.4

Delete and replace clause 5.12.2.4 with the following:

Any disruption or delay which is entirely beyond the Contractor's control except where such disruption, delay or circumstance have been expressly stated as being excluded, which exclusion will neither be subject to claim for an extension of time nor to additional cost and or expense.

SC.34 Clause 5.12.2.4

Add the following sentence after and to the amended clause 5.12.2.4 above:

No extension of time will be granted in respect of any delays or disruptions which delays, and disruptions can be attributed to the COVID-19 pandemic or a subset thereof or related thereto or caused by lockdown or any other circumstances resulting from COVID-19 or a subset thereof or related thereto.

SC.35 Clause 5.12.5

Add the following clause after 5.12.4:

Extension of Time due to delays and abnormal climatic conditions will be dealt with as determined by the Employer's Agent. The Contractor shall be responsible to specify his claim with regard to the amount and type of resources involved. Only items on the critical path shall be considered and payment for time related cost will be subject to the decision of the Employer's Agent. The Contractor must adhere to the following conditions:

Sub Clause 5.12.5.1

Only items that occurs on the critical path and which will have a significant influence on the completion date shall be considered.

Sub Clause 5.12.5.2

The Contractor must, after submitting the necessary proof and documentation to the Employer's Agent, reach an agreement on site between himself and the Employer's Agent with regard to the reasons and duration of the delay.

Sub Clause 5.12.5.3

The Contractors is responsible to provide all supporting documentation in order to substantiate any claim for delay. Any claim will only be considered if the Contractor informed the Employer's Agent in writing, within **twenty-eight (28) days** from the start of such a delay, to the cause and duration of the delay.

SC.36 Clause 5.13.1

The penalty for failing to complete the Works is **R 3 500** per **calendar day**.

SC.37 Clause 5.16.3

The latent defect period is **10 years**.

SC.38 Clause 6: PAYMENT AND RELATED MATTERS**SC.39 Clause 6.2.1**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

SC.40 Clause 6.2.3

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

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

SC.41 Clause 6.3

Add the following sub clauses after Clause 6.3.3:

Sub clause 6.3.3.1

If the scope of the work increased or decreased by a percentage in excess of **25%** the tendered amounts in Section 1200AH items 1.2 will be adjusted pro-rata. No changes to the above items will be considered in case of an increase or decrease of less than 25% variation in the contract amount.

Sub clause 6.3.3.2:

All rates will be fixed as tendered irrespective of the percentage variation.

SC.42 Clause 6.5.1.2.3

The percentage allowance to cover overhead charges is **10 per cent**.

SC.43 Subclause 6.6.1: Provisional sums

In the second line of subclause 6.6.1.2, after the words "sum or sums" insert the words "excluding VAT".
In the first line of subclause 6.6.1.2.1, after the words "sum or sums" insert the words "excluding VAT".
In the fourth line of subclause 6.6.1.2.2, after the words "amount" insert the words "excluding VAT".

SC.44 Sub clause 6.6.2: Prime cost sums

In the fourth line of subclause 6.6.2, after the words "price" insert the words "excluding VAT".

SC.45 Clause 6.8.2

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

x = N/A
a = N/A
b = N/A
c = N/A
d = N/A

The Consumer Price Index "L" to be used shall be the index for the Northern Cape's "other urban areas" and "F" shall be the index for Diesel Fuel, as published by SAFCEC.

The base month for the purposes of calculating Contract Price Adjustment (CPA) shall be **N/A**.

SC.47 Clause 6.8.4

Add the following to Clause 6.8.4:

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

SC.48 Clause 6.10.1.5

The percentage advance on materials not yet built into the Permanent Works is **80%**, upon proof of ownership.

SC.49 Subclause 6.10.2

Add the following:

"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer's Agent in the form of received invoices or other acceptable documents."

SC.50 Clause 6.10.3

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defect Liability Period shall be 5% of the Contract Price, including payment for contingencies and Contract Price Adjustment. **A guarantee in lieu of retention is not permitted.**

SC.51 Clause 6.10.4

Add the following to the existing clause 6.10.4:

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

SC.52 Clause 6.10.5.1

In the sixth line, delete the words “.. Of the second half ..”

SC.53 Clause 6.10.10: Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Employer's Agent in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

SC.54 Clause 6.11

Amend the percentage from **15 percent** to **25 percent** in the title and in the Clause.

SC.55 Clause 8: RISKS AND RELATED MATTERS

SC.56 Clause 8.3.1.4

Replace clause 8.3.1.4 with the following:

Strike, riot, commotion, disorder, violent demonstrations, sabotage or any form of civil disturbance (whether lawful or not) which is attributable to any action or inaction of the Contractor, the employees of the Contractor or his Subcontractors but excluding those events of strike, riot, commotion, disorder, violent demonstrations, sabotage or any form of civil disturbance that can be attributed to COVID-19 or to the Contractor's conduct in respect to an action or inaction in managing the COVID-19 pandemic.

SC.57 Clause 8.3.1.6

Clause deleted in its entirety.

SC.58 Clause 8.3.1.7

Clause deleted in its entirety.

SC.59 Clause 8.5.1

Replace the first paragraph of the clause with the following:

In addition to any statutory obligations, the Contractor shall, as soon as possible, practical and on becoming aware, report to the Employer's Agent every occurrence on the Works, or the Site, which causes or results in damage to property, or injury, illness, infection, spread of a known and or recognised pandemic or death to persons.

Add the following new paragraph to the last paragraph:

After consulting with the Employer and the Contractor, the Employer's Agent may at his sole discretion instruct the Contractor to perform such investigations, enquiries or tests necessary to confirm the existence of such occurrence pertaining to damage of property, injury, illness or infection or death, which associated expense and costs will be for the account of the Contractor.

SC.60 Clause 8.4.1

Add the following to the existing clause 8.4.1:

The Contractor must make provision on his own cost for the protection of the works and shall be liable for all costs and/or claims against him or against the Employer or the Employer's Agent, resulting from negligent or insufficient safety measures during the execution of the works. The Employer reserves the right to recover any such costs from the Contractor. The Contractor must notify the Employer's Agent

within 48 hours, after receiving such a claim against him. If after ninety (90) days after receiving such a claim the Contractor has failed to settle the dispute, the Employer's Agent reserves the right to investigate the claim and to take the necessary measures to resolve the dispute at the cost of the Contractor.

SC.61 Clause 8.6.1

Clause 8.6.1.1.2

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 200 000.00.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5

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

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

SC.62 Clause 9: TERMINATION OF CONTRACT

SC.63 Clause 9.2.1

Add the following Sub Clauses after Sub Clause 9.2.1.3.7:

Clause 9.2.1.3.8

The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

Clause 9.2.1.3.9

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

Clause 9.2.1.3.10

“The Contractor fails to provide the required Guarantee and insurances within the prescribed time.”

SC.64 Clause 10: CLAIMS AND DISPUTES

SC.65 Clause 10.5

Dispute resolution shall be by Adjudication, Arbitration and Litigation.

SC.66 Clause 10.8.1

Clause deleted in its entirety.

Add the following after Clause 10:

SC.68 Clause 11: Contractor to provide everything necessary

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

SC.68 Clause 12: Details to be confidential

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

C1.2.3 CONTRACT ADDITIONAL DATA (Additional Conditions of Contract)

C1.2.3.1 Contract Participation goals

The following contract additional data, referring to the **Clients Procurement Policies** are applicable to this Contract and it is a requirement of this contract that the Main Contractor (be a Joint Venture agreement or a consortium or a single organization) must comply with the following minimum contract participation goals:

C1.2.3.1.1 Subcontracting

Sub-Contracting to local sub-contractors/suppliers registered within the boundaries of the Richtersveld Municipal District is required for this contract. The following items in the scope of work will be applicable:

- Removal of topsoil to a depth 200mm at all 3 sites.
- Construction of concrete base slabs and bundwalls including reinforcement, formwork, placing, curing, etc.
- Installation of medium security clearview security fencing.

All items as listed above must be sub-contracted to a LOCAL CONTRACTOR LOCATED IN THE RICHTERSVELD MUNICIPAL BOUNDARIES THAT is CIDB registered , but still complying to regulation of paragraph 5.8 in MBD 6.1 of returnable schedules.

C1.2.3.1.2 Employment of Temporary Labour Force

Employ ALL unskilled and semi-skilled temporary workforce required for the contract located in the Richtersveld Municipal Boundaries.

C1.2.4 SUMMARY OF CONTRACT SPECIFIC DATA

Reference to	Clause	Information
Contractor	1.1.1.9	
Employer	1.1.1.15	Richtersveld Municipality
	1.2.1.2	RICHTERSVELD MUNICIPALITY PRIVATE BAG X 113 PORT NOLLOTH 8280 Tel.: 027 851 1111 Fax: 027 851 1101
Employer's Agent	1.1.1.16	BVi Consulting Engineers Northern Cape (Pty) Ltd 17A, Keerom Street Springbok, 8240 Tel. No: 027 712 9990 Fax No: 027 712 9991
Year-end break	1.1.1.12 & 5.8.3	As published by SAFCEC from time to time
Contract Guarantee	6.2.1	Within 14 days of the Commencement Date
Guarantee Sum	6.2.1	10% of the total tender award sum
Commencement of Works	5.3	Within 14 days of Commencement Date
Programme of Works	5.6	Within 14 days of Commencement Date
Insurances	8.6.1.1.2	R0-00
	8.6.1.1.3	R 100 000-00
Limit of indemnity	8.6.1.3	R 5 000 000-00 per claim, claims unlimited during construction and defects liability periods
Other Insurances	8.6.1.5	To be included in Contractors All-Risk Insurance
Daywork percentages	6.5.1	Refer to Schedule 14 of Part T2 Returnable Documents
Special non-working days	5.8.1	Sundays and all public holidays as well as year-end breaks.
Penalty for Delay	5.13	The penalty for failing to complete the Works within the Tendered Contract Period is R 3 500-00 per calendar day.
Contract Price Adjustment a = N/A b = N/A c = N/A d = N/A	6.8.2	The following values for the different factors are to be used: x = N/A a = Labour b = Contractor's Equipment c = Material d = Fuel CPA – NOT ALLOWED
Special Materials	6.8.3	are allowed
Minimum amount of interim payment certificate	6.10.1	Cashflow must correlate with specified Contract Period
Materials on Site	6.10.1.5	80%
Retention Money	6.10.3	The percentage retention on the amounts due to the contractor is 10% of Contract Price, with no limit
Defects Liability Period	1.1.1.13	12 Months from the issuing of Certificate of Completion
Dispute Resolution	10.5, 10.7 & 10.8	Adjudication, Arbitration and Court Proceedings will be acceptable dispute resolution mechanisms, provided that Adjudication or in the absence thereof Arbitration as alternative dispute resolution mechanism must first be exhausted before Court Proceedings can be pursued. Each party shall bear their own costs for the purposes of either Adjudication or Arbitration proceedings and all fees and disbursement due to the Adjudicator/s or Arbitrator/s shall be shared equally by the parties.
Minimum Contract Participation goals: Sub-Contracting by Main Contractor	C1.2.3.1.1	100% of the items as listed
Temporary Workforce Employment	C1.2.3.1.2	ALL

SIGNED ON BEHALF OF TENDERER:

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C1.3 Form of Guarantee

Contract No

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

.....
(hereinafter called "the Contractor") on the day of20....., for

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

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

AND WHEREAS has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excusson for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand
..... (in words); R (in figures).
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

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

Signature

Duly authorized to sign on behalf of

Address

.....
.....

As witnesses:

1

2

Guarantor's seal or stamp

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are approved for issue of contract guarantees:

National Banks:

ABSA Bank Ltd.
Development Bank of Southern Africa
FirstRand Bank Ltd.
Gensec Bank Ltd.
Imperial Bank Ltd.
Infrastructure Finance Corporation
Investec Bank Ltd.
Land & Agricultural Bank of SA
Mercantile Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.
SA Bank of Athens

International Banks (with branches in SA):

ABN AMRO Bank n.v.
Barclays Bank plc.
Citibank n.a.
Commerzbank Aktiengesellschaft
Credit Agricole-Indosuez
Deutsche Bank AG
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
AIG South Africa
Auto & General
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Emerald Insurance Co.
Federated Employers Mutual Assurance Co.
Guardrisk Insurance Co.
Home Loan Guarantee Co.
Lion of Africa Insurance Co.
Lombard Insurance
MUA Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Zurich Insurance Co.

RICHTERSVELD MUNICIPALITY

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C1.4 Occupational Health and Safety Agreement

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20....

Witness

**for and on behalf of
RICHTERSVELD MUNICIPALITY**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	88 - 89
C2.2 Bill of Quantities.....	90 - 140
C2.3 Declaration.....	141

RICHTERSVELD MUNICIPALITY

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C2.1 Pricing Assumptions

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

1. This Bill of Quantities has to be read together with the Articles of the Agreement, the Conditions of Contract and Special Conditions of Contract, the Form of Tender, the General Specification, the Project Specification and the Drawings.
2. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
3. General instruction and description of the Work or materials given in the Specification will not be repeated in the Bill of Quantities. It will only be referred to. Doorbell of reference between brackets, to particular Clause in the Conditions of Contract(C-22) or, Special Conditions of Contract(SC-11), General Specification(19.1.3), Project Specification(PS 11).
4. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and unit prices given in the Bill of Quantities, is all-embracing prices and it should cover the values of the different items completely and has to include all costs and expenses which may occur and for the building of the Work as described and costs and expenses that are required as well as all general liabilities, obligations and risks which forms a part of this contract. The prices should be given separate in the item(s) if special accountability, responsibilities and risks as in the above occurs.
7. A price or unit price has to be filled in against every item in the Bill of Quantities even if the amount isn't shown. Items where no price or unit price has been filled in, will be regarded as covered by the other prices and unit prices in the Bill of Quantities. VAT must no be included in the tariff's.
8. Unit rates would be regarded as correctly if any difference occurs between unit prices and the total and the total will be corrected according to. The unit prices will be calculated arithmetical in case of omissions.
9. Payments will only be made for items occurring in the Bill of Quantities and if the Contractor thinks that provision hasn't been made for some items, the item should be allowed under another item.
10. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number

m2.pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m3	=	cubic metre	MN.m	=	meganewton-metre
m3.km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	kW	=	kilowatt
MI	=	megalitre	%	=	per cent
MPa	=	megapascal			

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

RICHTERSVELD MUNICIPALITY

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C2.2 Bill of Quantities

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SUMMARY OF BILL OF QUANTITIES				
SECTION	DESCRIPTION	PAGE NO.	AMOUNT	
			R	C
1	PRELIMINARY AND GENERAL	92 - 96		
2	EXTRACTION PS	97 - 110		
3	SWARTZKLIP PS	111 - 124		
4	PORT NOLLOTH PS	124 - 139		
	SUB-TOTAL	R		
* PLUS: CONTINGENCIES				
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.			R	
SUB TOTAL B (INCLUDING CONTINGENCIES)			R	
VALUE ADDED TAX				
ADD: VAT at the rate of 15%			R	
TOTAL CARRIED to part C1.1 on page 64 Form of Offer and Acceptance			R	
CONTRACT PERIOD :WEEKS				
* Amount allowed for the use of the Engineer only.				
_____ Contractor		_____ Date		

SECTION 1: PRELIMINARY AND GENERAL:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1.		SECTION 1: PRELIMINARY AND GENERAL: ***** NOTES: 1. THE BIDDER MUST MAKE SURE THAT ALL FIXED AND TIME RELATED OVERHEAD COSTS ARE PRICED UNDER THIS SECTION. 2. CLAIMS FOR PAYMENTS OF ITEMS IN THIS SECTION WILL ONLY BE CERTIFIED ON RECEIVING WRITTEN SUBSTANTIATED EVIDENCE THAT THERE WERE ACTUAL EXPENSES FOR THE ACCOUNT OF THE CONTRACTOR. *****					
1.1		CONTRACTUAL REQUIREMENTS:					
1.1.1		<u>Bidders to allow for compliance with all the Conditions of Contract as set out in the Main Builder contract, except for duplicated items also covered in this section</u>					
.1.1		Contractual obligations with regards to the conditions of the Contract.	Sum	1			
.1.2		Delivery of CAD as-built drawings with regards to the scope of works executed under this Contract.	Sum	1			
1.2		JOINT TRADES:					
1.2.1		<u>Bidders to allow for all costs in order to co-ordinate and liaise with the other Trade Contractors.</u>	Sum	1			
1.3		SUPERVISOR:					
TOTAL CARRIED FORWARD							

SECTION 1: PRELIMINARY AND GENERAL:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
1.3.1		<u>Bidders to allow for a part time working, qualified Three-Phase Electrician, Supervisor for the duration of the Contract. The Supervisor shall have the delegated authority to receive instructions and make decisions regarding this Contract. Proof of qualifications must be provided on request.</u>					
1.4		SITE ESTABLISHMENT:					
1.4.1		<u>Bidders to allow for all costs in order to place the necessary facilities on site deemed necessary for the successful execution of this Contract.</u>					
.1.1		Offices and storage	Sum	1			
.1.2		Workshop	Sum	1			
.1.3		Living accommodation	Sum	1			
.1.4		Tools and equipment	Sum	1			
.1.5		Ablution and latrine facilities	Sum	1			
.1.6		Water services	Sum	1			
.1.7		Electrical services	Sum	1			
1.4.2		<u>Bidders to allow for all costs for site establishment under this Contract.</u>	Sum	1			
1.4.3		<u>Bidders to allow for all fixed overhead costs necessary for the successful completion of the scope of works of this Contract.</u>					
.3.1		Administration	Sum	1			
.3.2		Transport	Sum	1			
.3.3		Communication	Sum	1			
.3.4		Compliance with OHS Act	Sum	1			
.3.5		Access control to site	Sum	1			
1.5		REMOVAL OF WASTE:					
TOTAL CARRIED FORWARD							

SECTION 1: PRELIMINARY AND GENERAL:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
1.5.1		<u>Bidders to allow for all costs associated with cleaning the site of all rubbish and waste caused by this Contract on a continuous basis.</u>	Sum	1			
1.6		TEMPORARY WORKS					
1.6.1		Existing Services					
.1.1		Hand excavation to locate existing services	m ³	10.00			
.1.2		Hand excavation in the vicinity of existing services	m ³	10.00			
1.7		HEALTH AND SAFETY:					
1.7.1		<u>The Bidder shall, as a condition of contract, ensure that the Site of the Works and the Works at all times comply with all relevant legislation regarding health and safety of employees, as well as public legitimately on the Site or in the vicinity of the Site, while preventing unauthorised access to the Site of Works. Contractor to list all items of health and safety, included in the lump sum cost and provide the Employer with the aforementioned list at tender:</u>					
.1.1		Training	Sum	1			
.1.2		Health and Safety Plan documentation	Sum	1			
.1.3		Personal protective clothing (PPE)	Sum	1			
1.8		INSURANCES:					
1.8.1		<u>The Bidder must allow for the following insurances for the duration of the Contract (the underwritten policies must be submitted before construction commence for approval):</u>					
.1.1		Public liability - R 5,000,000.00 per claim	Sum	1			
TOTAL CARRIED FORWARD							

SECTION 1: PRELIMINARY AND GENERAL:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.2		Works - the Insurance Policy shall be project specific valid for the construction period and be valued according to the full Contract sum. The Contractor must provide a Letter of Good Standing. The Proprietors must be indemnified from any risks whatsoever arising from the works.	Sum	1			
1.9		GENERAL ITEMS:					
1.9.1		<u>Allowance for a Guarantee, issued by an approved institution, valued 10 % of the contract amount and must be valid until the Certificate of Completion will be issued.</u>	Sum	1		Rate Only	
1.9.2		<u>Please specify any additional fixed cost items, not mentioned above, deemed necessary by the Bidder for the successful completion of the scope of works under this Contract:</u>	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT	
		R	c
1.	SECTION 1: PRELIMINARY AND GENERAL:		
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES		

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1.		SECTION 1: LOW VOLTAGE BULK SUPPLY: ***** NOTE: 1. THIS SCOPE WILL BE FOR THE LV ELECTRICAL SERVICE CONNECTION STARTING AT THE TRANSFORMER AND ENDING AT MCC INCLUDING EARTH CONDUCTORS AND TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED. 3. CABLE EXCAVATIONS MUST BE 450 x 650 mm, INSTALL BCEC AT 650 mm DEPTH, INSTALL CABLE AT 550 mm DEPTH WITH 100 mm BEDDING AND BLANKET, BACKFILL AND COMPACTED IN 150 mm LAYERS AND INSTALL DANGER TAPE 150 mm BELOW THE NATURAL GROUND LEVEL. *****					
1.1		LOW VOLTAGE CABLE RETICULATION:					
1.1.1		<u>The supply and installation of 600/1000 V, PVC insulated, PVC bedded, SWA PVC sheathed, single core copper cable, sleeves, cable trenches, conduits, cable racks or surface mounted via saddle braces against wall, switchgear or busbars, with all the necessary cable end material, cable terminations, glands and cable clamps, as specified on the drawings, complete.</u>					
.1.1		From transformer to generator's ATS: 4 x (185 mm ² x 1 Cu cable)					
a)		Supply	m	100			
b)		Install	m	100			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.2		Supply from generator's ATS to motor control center: 4 x (185 mm ² x 1 Cu cable)					
a)		Supply	m	100			
b)		Install	m	100			
1.1.2		<u>The disconnection of existing cable, as specified, complete.</u>					
.2.1		Disconnect 4 x (185 mm ² x 1 Cu cable) PVC insulated cable at transformer.	No	8			
.2.2		Decommissioning of manual transfer switch	No	1		Rate Only	
1.2		EARTH CONDUCTOR:					
1.2.1		<u>The supply and installation of stranded bare copper earth conductor in trenches, cables racks or tied to low voltage cable, including termination with glands or clamps and lugs, as specified.</u>					
.1.1		Supply from transformer to generator's ATS: 185 mm ² BCEC					
a)		Supply	m	25			
b)		Install	m	25			
.1.2		Supply from generator's ATS to Extraction MCC: 185 mm ² BCEC					
a)		Supply	m	25			
b)		Install	m	25			
1.2.2		<u>The disconnection of existing BCEC, as specified, complete.</u>					
.2.1		Disconnect 185 mm ² BCEC at transformer and MCC	No	2		Rate Only	
1.3		EXCAVATIONS:					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
1.3.1		<u>Excavation of trenches, 450 mm wide and 650 mm deep, including backfilling and compacting in 150 mm layers, as specified on drawings, but excluding the supply and installation of imported bedding and blanket material (only applicable if excavated material is not suitable), complete.</u>					
.1.1		In soft soil - approximate 13 m (can be excavated without the use of power driven tools or explosives)					
a)		Install	m ³	4			
.1.2		Extra over soft soil excavation for soft rock (can only be excavated by means of power driven tools, but excluding explosives)					
a)		Install	m ³	1			
1.3.2		<u>Supply and installation of bedding and blanket material, only applicable if excavated material is not suitable to be used as bedding and padding material, complete.</u>					
.2.1		100 bedding and 100 mm padding, 200 mm thick in total					
a)		Supply	m ³	2			
b)		Install	m ³	2			
1.4		DANGER TAPE:					
1.4.1		<u>Supply and installation of danger tape, as specified on the drawings, complete.</u>					
.1.1		Yellow PVC danger tape, 300 mm wide, 150 mm below the natural ground level					
a)		Supply	m	14			
b)		Install	m	14			
1.5		CABLE MARKERS:					
1.5.1		<u>The supply and installation of cable markers as specified on drawings, complete.</u>					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		250 x 250 x 300 mm (L x W x D), concrete marker with engraved name tag, displaying the cable feeding direction, distribution voltage and cable size					
a)		Supply	No	3			
b)		Install	No	3			
1.6	CABLE SLEEVES:						
1.6.1		<u>Supply and installation of PVC cable sleeves, as specified on the drawings, complete.</u>					
.1.1		Ø 50 mm, flexible, in cable trench for entry below generator for bonding to earth mat					
a)		Supply	m	12			
b)		Install	m	12			
.1.2		Ø 160 mm, flexible, in cable trench for entry below generator for the supply and feeder cables					
a)		Supply	m	6			
b)		Install	m	6			
1.7	EARTH MAT:						
1.7.1		<u>Supply and installation of earth mat at generator, as specified on the drawings, complete.</u>					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		3 x 5 m x 5 m grid blocks, 50 m x 70 mm ² BCEC grid with 8 x 1.5 m copper plated earth rods at all the grid points, covered with E-mix (Lectrotech or equal and approved), 200 x 100 mm (W x D) for trenches and Ø 25 mm for rods, build shuttering to obtain the required dimensions, pour first half of mixture, install the BCEC, pour the second half of the mixture, allow to harden before backfilling, earth mat to be 500 mm below the natural ground level, all copper joints must be exothermic welds.					
a)		Supply	Sum	1			
b)		Install	Sum	1			
.1.2		Bond generator to earth mat via 4 x 70 mm ² BCEC from different grid sections, exothermic weld termination at the earth mat and bolted to the earth bar of the generator.					
a)		Supply	m	16			
b)		Install	m	16			
1.8	TESTING:						
1.8.1	<u>Testing and commissioning of the low voltage service connection, as specified, complete.</u>						
.1.1		Test report, indicating the following test results					
a)		Insulation of the LV electrical service connection	Sum	1			
b)		Phase rotation of the LV electrical service connection	Sum	1			
c)		Continuity of the LV electrical service connection	Sum	1			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2.		<u>SECTION 2: BACK UP POWER BULK SUPPLY:</u>					

		NOTE: 1. THIS SCOPE WILL BE FOR THE BACK-UP GENERATOR POWER GENERATION, INCLUDING TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED.					

2.1		BACK-UP GENERATOR:					
2.1.1		<u>The supply, delivery and installation of back-up generator with an internal automatic transfer switch (ATS), canopy, bulk diesel storage tank, diesel, extended warranty and servicing, as specified, complete.</u>					
.1.1		200 kVA diesel generator, 3 phase, 400 V, 1500 rpm, water cooled, integrated 670 l fuel tank, internal ATS, high residential silencer, batteries and pre-delivery with oil and engine coolant, with communication cable between generator and ATS, complete.					
a)		Supply - Volvo or equal and approved	No	1		Rate Only	
		Lead time for Volvo	month			Rate Only	
b)		Supply - Caterpillar or equal and approved	No	1			
		Lead time for Caterpillar	month			Rate Only	
c)		Supply - Perkins or equal and approved	No	1		Rate Only	
		Lead time for Perkins	month			Rate Only	
d)		Supply - Cummins or equal and approved	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
		Lead time for Cummins	month			Rate Only	
e)		Install	No	1			
.1.2		Sound attenuated canopy for 200 kVA generator, weather proof (IP 55), powder coated, ventilation vents and hinged lockable access doors, applicable regulatory safety signage, complete.					
a)		Supply - powder coated mild steel	No	1			
b)		Supply - powder coated 3CR12 stainless steel	No	1		Rate Only	
c)		Install	No	1			
.1.3		Supply, delivery, installation and commissioning of 2200 x 1670 x 600 mm (L x W x H), 2200 l holding capacity, stainless steel generator bulk diesel storage tank. The generator tank must be on a 300 mm (L) coastal specification galvanised steel stand and it must include 15 mm Ø threaded inlet and outlet points, filler with lid, clear plastic hose for level indication and it must have a "u" shaped protector.					
a)		Supply	No	1			
b)		Install	No	1			
.1.4		First fill of generator and bulk storage tank with diesel 50 ppm					
a)		Supply	£	2,000			
b)		Install	£	2,000			
.1.5		Delivery to site of equipment					
a)		Deliver	No	1			
.1.6		Extended 12 month warranty additional to the standard 12 month warranty					
a)		Supply	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.7		Servicing for the first 12 months service period of the generator's life cycle					
a)		Supply	month	12			
b)		Install	month	12			
2.1.2		<u>Testing and commissioning of the generator, according to regulations, complete.</u>					
.2.1		Factory acceptance testing (FAT)					
a)		Deliver FAT report	No	1			
.2.2		Hot commissioning, manuals and training					
a)		Generators hot commissioning, including delivery of back-up power system parameters	Sum	1			
b)		Operation and maintenance manuals, 3 hard copies and 1 soft copy	Sum	1			
c)		Training on the operation and prescribed maintenance requirements from the OEM	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3.		SECTION 3: CIVIL & STRUCTURAL					

		NOTE:					
		1. THIS SCOPE WILL BE FOR THE CIVIL & STRUCTURAL WORKS, INCLUDING EARTHWORKS, CONCRETE, FORM WORK, REINFORCEMENT AND THE FENCE.					
		2. UNLESS OTHERWISE STATED HEREIN, ALL ITEMS IN THIS BILL SHALL BE DEEMED TO BE A FIXED PRICE FOR THE DURATION OF THIS PROJECT.					
		3. THE TENDER SHALL ACQUAINT HIMSELF BY PERSONAL EXAMINATION OF THE NATURE OF THE GROUND. DESCRIPTIONS OF EXCAVATIONS SHALL BE DEEMED TO INCLUDE ALL GROUND CONDITIONS CLASSIFIED AS "EARTH" AND WHERE CONDITIONS OF A MORE DIFFICULT CHARACTER ARE INDICATED THESE ARE SEPARATELY MEASURED.					
		4. DISPOSAL OF MATERIAL - DISPOSAL OF UNSUITABLE AND EXCESS MATERIAL FROM EXCAVATIONS TO THE OUTSIDE OF THE PROPOSED SITE FOOTPRINTS.					
		5. NO CLAIM FOR ROCK EXCAVATION WILL BE ENTERTAINED UNLESS THE CONTRACTOR HAS TIMEOUSLY NOTIFIED THE QUANTITY SURVEYOR THEREOF PRIOR TO BACKFILLING.					
		6. "SOFT ROCK" AND "HARD ROCK" SHALL BE AS DEFINED IN THE "EARTHWORKS."					

3.1	SANS 1200D	EARTHWORKS					
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
3.1.1		<u>Unless otherwise stated herein, all items in this bill shall be deemed to be a fixed price for the duration of this project</u>					
.1.1		Excavation					
a)		Excavate in all material for a depth not exceeding 2m and dispose surplus or unsuitable material within 500m distance	m ³		200.00		
.1.2		Compaction of Surfaces					
a)		Rip and wet re-compaction of ground surface material under Generator Base Slab, including scarifying for a depth of 150mm and compacting to 93% Mod AASHTO density	m ²		50.00		
b)		Transport, storage, handling, placing and compaction to 98% density and finishing of G5 imported Base material from commercial source in layers not exceeding 150mm	m ³		11.00		
.1.3		Prescribed density tests					
a)		"Modified AASHTO Density" tests	No		15.00		
3.2	SANS 1200G	CONCRETE, FORMWORK, REINFORCEMENT, ETC					
3.2.1		<u>Supply all relevant material, labour, machinery and equipment for mixing, placing & curing and testing of concrete as per engineers drawings</u>					
.1.1		Strength concrete 15MPa/19mm					
a)		Blinding layer 75mm thick beneath Base Slab	m ²		50.00		
.1.2		Strength concrete 30MPa/19mm					
a)		Generator Base Slab	m ³		7.00		
b)		Bulk Fuel Tank Base Slab	m ³		5.00		
c)		Bunding Wall	m ³		1.50		
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.3		Smooth Formwork to Sides					
a)		Sides of Generator Base Slab	m ²	8.00			
b)		Sides of Bulk Fuel Tank Base Slab	m ²	7.00			
c)		Inside and outside face of 250mm high bunding wall	m ²	9.00			
.1.4		Test Blocks					
a)		Making and testing sets(3 cubes) of 150x150x150mm concrete strength test cube	sets	3.00			
.1.5		Unformed Surface Finishes					
a)		Wood floated	m ²	50.00			
b)		Steel floated	m ²	50.00			
.1.6		Joints and sealants					
a)		"20x20mm Sikaflex Pro-3WF Polyurethane sealantbetween Generator and Bulk Fuel Tank Slab"	m	5.00			
.1.7		High-Tensile Steel Reinforcement to Structural Concrete Work					
a)		8mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.25			
b)		10mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.25			
.1.8		Reinforcement Steel Mesh					
a)		ref. no. 395 (50mm from TOC) for Generator slab	m ²	29.00			
b)		ref. no. 395 (50mm from TOC) for Bulk Fuel Tank slab	m ²	20.00			
3.3		FENCING					
3.3.1		<u>Supply labour, material and equipment for the following.</u>					
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		Excavations					
a)		Digging of holes @ 400 x 400 x 600mm deep in all materials for all poles.	No.	17.00			
.1.2		Concrete					
a)		Holes: 25MPa concrete cast into holes.	No.	17.00			
b)		Section beneath gate: 3500 x 300 x300mm	No.	2.00			
.1.3		PVC coated Clearvu Fencing					
a)		42m long PVC coated Clearvu Fence complete with 2100 x 3000 mm medium security panels, 2700 x 100 x 60 x 1.6 mm T-Posts, 2700 x 76 x76 x1.6 Square Posts (HDG+PVC) and 3600mm WIDE x 2100mm HIGH Double Swing Gate (PVC Coated).	No.	1.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SUMMARY OF SECTIONS

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1.		SECTION 1: LOW VOLTAGE BULK SUPPLY: ***** NOTE: 1. THIS SCOPE WILL BE FOR THE LV ELECTRICAL SERVICE CONNECTION STARTING AT THE TRANSFORMER AND ENDING AT MCC INCLUDING EARTH CONDUCTORS AND TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED. 3. CABLE EXCAVATIONS MUST BE 450 x 650 mm, INSTALL BCEC AT 650 mm DEPTH, INSTALL CABLE AT 550 mm DEPTH WITH 100 mm BEDDING AND BLANKET, BACKFILL AND COMPACTED IN 150 mm LAYERS AND INSTALL DANGER TAPE 150 mm BELOW THE NATURAL GROUND LEVEL. *****					
1.1		LOW VOLTAGE CABLE RETICULATION:					
1.1.1		<u>The supply and installation of 600/1000 V, PVC insulated, PVC bedded, SWA PVC sheathed, multi core copper cable, sleeves, cable trenches, conduits, cable racks or surface mounted via saddle braces against wall, switchgear or busbars, with all the necessary cable end material, cable terminations, glands and cable clamps, as specified on the drawings, complete.</u>					
.1.1		From motor control center to generator's ATS : 185 mm ² x 4 Cu PVC insulated copper conductors, armoured, with PVC sheath 600/1000 V cable, join cable to existing main feeder at motor control center, feeding the generator ATS.					
a)		Supply	m	35			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
b)		Install	m	35			
.1.2		From generator's ATS to motor control center : 185 mm ² x 4 Cu PVC insulated copper conductors, armoured, with PVC sheath 600/1000 V cable.					
a)		Supply	m	35			
b)		Install	m	35			
.1.3		LV cable joint between existing and new 185 mm ² x 4 Cu PVC insulated copper conductors, armoured, with PVC sheath 600/1000 V cable					
a)		Supply	No	1			
b)		Install	No	1			
1.2	EARTH CONDUCTOR:						
1.2.1		<u>The supply and installation of stranded bare copper earth conductor, sleeves, cable trenches, conduits, cables racks, tied to low voltage cable or surface mounted via saddle braces against wall including termination with glands or clamps and lugs, as specified.</u>					
.1.1		Supply from Motor Control Center to generator's ATS, Busbar to Busbar: 185 mm ² BCEC					
a)		Supply	m	35			
b)		Install	m	35			
.1.2		Supply from Generator's ATS to Motor Control Center, Busbar to Busbar: 185 mm ² BCEC					
a)		Supply	m	35			
b)		Install	m	35			
1.3	EXCAVATIONS:						
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
1.3.1		<u>Excavation of trenches, 450 mm wide and 650 mm deep, including backfilling and compacting in 150 mm layers, as specified on drawings, but excluding the supply and installation of imported bedding and blanket material (only applicable if excavated material is not suitable), complete.</u>					
.1.1		In soft soil - approximate 12 m (can be excavated without the use of power driven tools or explosives)					
a)		Install	m ³	4			
.1.2		Extra over soft soil excavation for soft rock (can only be excavated by means of power driven tools, but excluding explosives)					
a)		Install	m ³	1			
1.3.2		<u>Supply and installation of bedding and blanket material, only applicable if excavated material is not suitable to be used as bedding and padding material, complete.</u>					
.2.1		100 bedding and 100 mm padding, 200 mm thick in total					
a)		Supply	m ³	2			
b)		Install	m ³	2			
1.4		DANGER TAPE:					
1.4.1		<u>Supply and installation of danger tape, as specified on the drawings, complete.</u>					
.1.1		Yellow PVC danger tape, 300 mm wide, 150 mm below the natural ground level					
a)		Supply	m	13			
b)		Install	m	13			
1.5		CABLE MARKERS:					
1.5.1		<u>The supply and installation of cable markers as specified on drawings, complete.</u>					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		250 x 250 x 300 mm (L x W x D), concrete marker with engraved name tag, displaying the cable feeding direction, distribution voltage and cable size					
a)		Supply	No	4			
b)		Install	No	4			
1.6	CABLE SLEEVES:						
1.6.1		<u>Supply and installation of PVC cable sleeves, as specified on the drawings, complete.</u>					
.1.1		Ø 50 mm, flexible, in cable trench for entry below generator for bonding to earth mat					
a)		Supply	m	12			
b)		Install	m	12			
.1.2		Ø 160 mm, flexible, in cable trench for entry below generator for the supply and feeder cables					
a)		Supply	m	6			
b)		Install	m	6			
1.7	EARTH MAT:						
1.7.1		<u>Supply and installation of earth mat at generator, as specified on the drawings, complete.</u>					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		3 x 5 m x 5 m grid blocks, 50 m x 70 mm ² BCEC grid with 8 x 1.5 m copper plated earth rods at all the grid points, covered with E-mix (Lectrotech or equal and approved), 200 x 100 mm (W x D) for trenches and Ø 25 mm for rods, build shuttering to obtain the required dimensions, pour first half of mixture, install the BCEC, pour the second half of the mixture, allow to harden before backfilling, earth mat to be 500 mm below the natural ground level, all copper joints must be exothermic welds.					
a)		Supply	Sum	1			
b)		Install	Sum	1			
.1.2		Bond generator to earth mat via 4 x 70 mm ² BCEC from different grid sections, exothermic weld termination at the earth mat and bolted to the earth bar of the generator.					
a)		Supply	m	16			
b)		Install	m	16			
1.8	TESTING:						
1.8.1	<u>Testing and commissioning of the low voltage service connection, as specified, complete.</u>						
.1.1		Test report, indicating the following test results					
a)		Insulation of the LV electrical service connection	Sum	1			
b)		Phase rotation of the LV electrical service connection	Sum	1			
c)		Continuity of the LV electrical service connection	Sum	1			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2.		<u>SECTION 2: BACK UP POWER BULK SUPPLY:</u>					

		NOTE: 1. THIS SCOPE WILL BE FOR THE BACK-UP GENERATOR POWER GENERATION, INCLUDING TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED.					

2.1		BACK-UP GENERATOR:					
2.1.1		<u>The supply, delivery and installation of back-up generator with an internal automatic transfer switch (ATS), canopy, bulk diesel storage tank, diesel, extended warranty and servicing, as specified, complete.</u>					
.1.1		300 kVA diesel generator, 3 phase, 400 V, 1500 rpm, water cooled, integrated 770 l fuel tank, internal ATS, high residential silencer, batteries and pre-delivery with oil and engine coolant, with communication cable between generator and ATS, complete.					
a)		Supply - Volvo or equal and approved	No	1		Rate Only	
		Lead time for Volvo	month			Rate Only	
b)		Supply - Caterpillar or equal and approved	No	1			
		Lead time for Caterpillar	month			Rate Only	
c)		Supply - Perkins or equal and approved	No	1		Rate Only	
		Lead time for Perkins	month			Rate Only	
d)		Supply - Cummins or equal and approved	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
		Lead time for Cummins	month			Rate Only	
e)		Install	No	1			
.1.2		Sound attenuated canopy for 300 kVA generator, weather proof (IP 55), powder coated, ventilation vents and hinged lockable access doors, applicable regulatory safety signage, complete.					
a)		Supply - powder coated mild steel	No	1			
b)		Supply - powder coated 3CR12 stainless steel	No	1		Rate Only	
c)		Install	No	1			
.1.3		Supply, delivery, installation and commissioning of 2500 x 1870 x 600 mm (L x W x H), 2800 l holding capacity, stainless steel generator bulk diesel storage tank. The generator tank must be on a 300 mm (L) coastal specification galvanised steel stand and it must include 15 mm Ø threaded inlet and outlet points, filler with lid, clear plastic hose for level indication and it must have a "u" shaped protector.					
a)		Supply	No	1			
b)		Install	No	1			
.1.4		First fill of generator and bulk storage tank with diesel 50 ppm					
a)		Supply	£	2,500			
b)		Install	£	2,500			
.1.5		Delivery to site of equipment					
a)		Deliver	No	1			
.1.6		Extended 12 month warranty additional to the standard 12 month warranty					
a)		Supply	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.7		Servicing for the first 12 months service period of the generator's life cycle					
a)		Supply	month	12			
b)		Install	month	12			
2.1.2		<u>Testing and commissioning of the generator, according to regulations, complete.</u>					
.2.1		Factory acceptance testing (FAT)					
a)		Deliver FAT report	No	1			
.2.2		Hot commissioning, manuals and training					
a)		Generators hot commissioning, including delivery of back-up power system parameters	Sum	1			
b)		Operation and maintenance manuals, 3 hard copies and 1 soft copy	Sum	1			
c)		Training on the operation and prescribed maintenance requirements from the OEM	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3.		SECTION 3: CIVIL & STRUCTURAL					

		NOTE:					
		1. THIS SCOPE WILL BE FOR THE CIVIL WORKS, INCLUDING EARTHWORKS, CONCRETE, FORM WORK, REINFORCEMENT AND THE FENCE.					
		2. UNLESS OTHERWISE STATED HEREIN, ALL ITEMS IN THIS BILL SHALL BE DEEMED TO BE A FIXED PRICE FOR THE DURATION OF THIS PROJECT.					
		3. THE TENDER SHALL ACQUAINT HIMSELF BY PERSONAL EXAMINATION OF THE NATURE OF THE GROUND. DESCRIPTIONS OF EXCAVATIONS SHALL BE DEEMED TO INCLUDE ALL GROUND CONDITIONS CLASSIFIED AS "EARTH" AND WHERE CONDITIONS OF A MORE DIFFICULT CHARACTER ARE INDICATED THESE ARE SEPARATELY MEASURED.					
		4. DISPOSAL OF UNSUITABLE AND EXCESS MATERIAL FROM EXCAVATIONS TO THE OUTSIDE OF THE PROPOSED OFFICE FOOTPRINTS.					
		5. NO CLAIM FOR ROCK EXCAVATION WILL BE ENTERTAINED UNLESS THE CONTRACTOR HAS TIMEOUSLY NOTIFIED THE QUANTITY SURVEYOR THEREOF PRIOR TO BACKFILLING.					
		6. "SOFT ROCK" AND "HARD ROCK" SHALL BE AS DEFINED IN THE "EARTHWORKS."					

3.1	SANS 1200D	EARTHWORKS					
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
3.1.1		<u>Unless otherwise stated herein, all items in this bill shall be deemed to be a fixed price for the duration of this project</u>					
.1.1		Excavation					
a)		Excavate in all material for a depth not exceeding 150m and dispose surplus or unsuitable material within 500m distance	m ³		13.00		
.1.2		Compaction of Surfaces					
a)		Rip and wet re-compaction of ground surface material under Generator Base Slab, including scarifying for a depth of 150mm and compacting to 93% Mod AASHTO density	m ²		56.00		
b)		Transport, storage, handling, placing and compaction to 98% density and finishing of G5 imported Base material from commercial source in layers not exceeding 150mm	m ³		13.00		
.1.3		Prescribed density tests					
a)		"Modified AASHTO Density" tests	No		8.00		
3.2	SANS 1200G	CONCRETE, FORMWORK, REINFORCEMENT, ETC					
3.2.1		<u>Supply all relevant material, labour, machinery and equipment for mixing, placing & curing and testing of concrete as per engineers drawings</u>					
.1.1		Strength concrete 15MPa/19mm					
a)		Blinding layer 75mm thick beneath Base Slab	m ²		56.00		
.1.2		Strength concrete 30MPa/19mm					
a)		Generator Base Slab	m ³		8.00		
b)		Bulk Fuel Tank Base Slab	m ³		5.00		
c)		Bunding Wall	m ³		1.20		
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.3		Smooth Formwork to Sides					
a)		Sides of Generator Base Slab	m ²	9.00			
b)		Sides of Bulk Fuel Tank Base Slab	m ²	7.00			
c)		Inside and outside face of 250mm high bunding wall	m ²	10.00			
.1.4		Test Blocks					
a)		Making and testing sets(3 cubes) of 150x150x150mm concrete strength test cube	sets	2.50			
.1.5		Unformed Surface Finishes					
a)		Wood floated	m ²	56.00			
b)		Steel floated	m ²	56.00			
.1.6		Joints and sealants					
a)		"20x20mm Sikaflex Pro-3WF Polyurethane sealantbetween Generator and Bulk Fuel Tank Slab"	m	5.00			
.1.7		High-Tensile Steel Reinforcement to Structural Concrete Work					
a)		8mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.20			
b)		10mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.20			
.1.8		Reinforcement Steel Mesh					
a)		ref. no. 395 (50mm from TOC) for Generator slab	m ²	34.00			
b)		ref. no. 395 (50mm from TOC) for Bulk Fuel Tank slab	m ²	21.00			
3.3		FENCING					
3.3.1		<u>Supply labour, material and equipment for the following.</u>					
TOTAL CARRIED FORWARD							

SECTION 3: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		Excavations					
a)		Digging of holes @ 400 x 400 x 600mm deep in all materials for all poles.	No.	23.00			
.1.2		Concrete					
a)		Holes: 25MPa concrete cast into holes.	No.	23.00			
b)		Section beneath gate: 3500 x 300 x 300mm	No.	2.00			
.1.3		PVC coated Clearvu Fencing					
a)		60m long PVC coated Clearvu Fence complete with 2100 x 3000 mm medium security panels, 2700 x 100 x 60 x 1.6 mm T-Posts, 2700 x 76 x76 x1.6 Square Posts (HDG+PVC) and 3600mm WIDE x 2100mm HIGH Double Swing Gate (PVC Coated).	No.	1.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SUMMARY OF SECTIONS

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1.		SECTION 1: LOW VOLTAGE BULK SUPPLY: ***** NOTE: 1. THIS SCOPE WILL BE FOR THE LV ELECTRICAL SERVICE CONNECTION STARTING AT THE TRANSFORMER AND ENDING AT MCC INCLUDING EARTH CONDUCTORS AND TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED. 3. CABLE EXCAVATIONS MUST BE 450 x 650 mm, INSTALL BCEC AT 650 mm DEPTH, INSTALL CABLE AT 550 mm DEPTH WITH 100 mm BEDDING AND BLANKET, BACKFILL AND COMPACTED IN 150 mm LAYERS AND INSTALL DANGER TAPE 150 mm BELOW THE NATURAL GROUND LEVEL. *****					
1.1		LOW VOLTAGE CABLE RETICULATION:					
1.1.1		<u>The supply and installation of 600/1000 V, PVC insulated, PVC bedded, SWA PVC sheathed, multi core copper cable, in cable trenches, sleeves, conduits, cable racks or surface mounted via saddle braces against wall, including making off ends onto overhead line, switchgear or busbars, with all the necessary cable end material, cable terminations, glands and cable clamps, as specified on the drawings, complete.</u>					
.1.1		From transformer to generator's ATS: 70 mm ² x 4 Cu cable					
a)		Supply	m	25			
b)		Install	m	25			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.2		From Generator's ATS to Motor Control Centre: 70 mm ² x 4 Cu cable					
a)		Supply	m	40			
b)		Install	m	40			
1.1.2		<u>The cutting, re-routing and joining of existing cable, as specified, complete.</u>					
.2.1		Disconnect 50 mm x 4 Cu PVC insulated cable at transformer and MCC					
a)		Supply	No	2			
b)		Install	No	2			
1.2	EARTH CONDUCTOR:						
1.2.1		<u>The supply and installation of stranded bare copper earth conductor in trenches, cables racks or tied to low voltage cable, including termination with glands or clamps and lugs, as specified.</u>					
.1.1		Supply from transformer to generator's ATS: 70 mm ² BCEC					
a)		Supply	m	25			
b)		Install	m	25			
.1.2		Supply from Generator's ATS to Motor Control Center: 70 mm ² BCEC					
a)		Supply	m	40			
b)		Install	m	40			
1.3	EXCAVATIONS:						
1.3.1		<u>Excavation of trenches, 450 mm wide and 650 mm deep, including backfilling and compacting in 150 mm layers, as specified on drawings, but excluding the supply and installation of imported bedding and blanket material (only applicable if excavated material is not suitable), complete.</u>					
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		In soft soil - approximate 31 m (can be excavated without the use of power driven tools or explosives)					
a)		Install	m ³	10			
.1.2		Extra over soft soil excavation for soft rock (can only be excavated by means of power driven tools, but excluding explosives)					
a)		Install	m ³	2			
1.3.2		<u>Supply and installation of bedding and blanket material, only applicable if excavated material is not suitable to be used as bedding and padding material, complete.</u>					
.2.1		100 bedding and 100 mm padding, 200 mm thick in total					
a)		Supply	m ³	3			
b)		Install	m ³	3			
1.4		DANGER TAPE:					
1.4.1		<u>Supply and installation of danger tape, as specified on the drawings, complete.</u>					
.1.1		Yellow PVC danger tape, 300 mm wide, 150 mm below the natural ground level					
a)		Supply	m	32			
b)		Install	m	32			
1.5		CABLE MARKERS:					
1.5.1		<u>The supply and installation of cable markers as specified on drawings, complete.</u>					
.1.1		250 x 250 x 300 mm (L x W x D), concrete marker with engraved name tag, displaying the cable feeding direction, distribution voltage and cable size					
a)		Supply	No	8			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
b)		Install	No	8			
1.6		CABLE SLEEVES:					
1.6.1		<u>Supply and installation of PVC cable sleeves, as specified on the drawings, complete.</u>					
.1.1		Ø 50 mm, flexible, in cable trench for entry below generator for bonding to earth mat					
a)		Supply	m	12			
b)		Install	m	12			
.1.2		Ø 160 mm, flexible, in cable trench for entry below generator for the supply and feeder cables					
a)		Supply	m	6			
b)		Install	m	6			
1.7		EARTH MAT:					
1.7.1		<u>Supply and installation of earth mat at generator, as specified on the drawings, complete.</u>					
.1.1		3 x 5 m x 5 m grid blocks, 50 m x 70 mm ² BCEC grid with 8 x 1.5 m copper plated earth rods at all the grid points, covered with E-mix (Lectrotech or equal and approved), 200 x 100 mm (W x D) for trenches and Ø 25 mm for rods, build shuttering to obtain the required dimensions, pour first half of mixture, install the BCEC, pour the second half of the mixture, allow to harden before backfilling, earth mat to be 500 mm below the natural ground level, all copper joints must be exothermic welds.					
a)		Supply	Sum	1			
b)		Install	Sum	1			
TOTAL CARRIED FORWARD							

SECTION 1: LOW VOLTAGE BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.2		Bond generator to earth mat via 4 x 70 mm ² BCEC from different grid sections, exothermic weld termination at the earth mat and bolted to the earth bar of the generator.					
a)		Supply	m	16			
b)		Install	m	16			
1.8		TESTING:					
1.8.1		<u>Testing and commissioning of the low voltage service connection, as specified, complete.</u>					
.1.1		Test report, indicating the following test results					
a)		Insulation of the LV electrical service connection	Sum	1			
b)		Phase rotation of the LV electrical service connection	Sum	1			
c)		Continuity of the LV electrical service connection	Sum	1			
1.8.2		<u>Testing and commissioning of the earthing and bonding of the electrical service connection, as specified, complete.</u>					
.2.1		Test report, indicating the following test results					
a)		Resistivity of the earth mat and protective earth conductors of the electrical service connection	Sum	1			
b)		Continuity and bonding of the earth mat and protective earth conductors of the electrical service connection	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2.		<u>SECTION 2: BACK UP POWER BULK SUPPLY:</u>					

		NOTE: 1. THIS SCOPE WILL BE FOR THE BACK-UP GENERATOR POWER GENERATION, INCLUDING TESTING. 2. NO CABLE NOR BARE COPPER EARTH CONDUCTOR JOINTS WILL BE PERMITTED. ONLY NEW CABLES MUST BE SUPPLIED AND INSTALLED.					

2.1		BACK-UP GENERATOR:					
2.1.1		<u>The supply, delivery and installation of back-up generator with an internal automatic transfer switch (ATS), canopy, bulk diesel storage tank, diesel, extended warranty and servicing, as specified, complete.</u>					
.1.1		100 kVA diesel generator, 3 phase, 400 V, 1500 rpm, water cooled, integrated 340 l fuel tank, internal ATS, high residential silencer, batteries and pre-delivery with oil and engine coolant, with communication cable between generator and ATS, complete.					
a)		Supply - Volvo or equal and approved	No	1		Rate Only	
		Lead time for Volvo	month			Rate Only	
b)		Supply - Caterpillar or equal and approved	No	1			
		Lead time for Caterpillar	month			Rate Only	
c)		Supply - Perkins or equal and approved	No	1		Rate Only	
		Lead time for Perkins	month			Rate Only	
d)		Supply - Cummins or equal and approved	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
		Lead time for Cummins	month			Rate Only	
e)		Install	No	1			
.1.2		Sound attenuated canopy for 100 kVA generator, weather proof (IP 55), powder coated, ventilation vents and hinged lockable access doors, applicable regulatory safety signage, complete.					
a)		Supply - powder coated mild steel	No	1		Rate Only	
b)		Supply - powder coated 3CR12 stainless steel	No	1			
c)		Install	No	1			
.1.3		Supply, delivery, installation and commissioning of 2000 x 833 x 600 mm (L x W x H), 1000 l holding capacity, stainless steel generator bulk diesel storage tank. The generator tank must be on a 3000 mm (L) coastal specification galvanised steel stand and it must include 15 mm Ø threaded inlet and outlet points, filler with lid, clear plastic hose for level indication and it must have a "u" shaped protector.					
a)		Supply	No	1			
b)		Install	No	1			
.1.4		First fill of generator and bulk storage tank with diesel 50 ppm					
a)		Supply	£	1,000			
b)		Install	£	1,000			
.1.5		Delivery to site of equipment					
a)		Deliver	No	1			
.1.6		Extended 12 month warranty additional to the standard 12 month warranty					
a)		Supply	No	1		Rate Only	
TOTAL CARRIED FORWARD							

SECTION 2: BACK-UP POWER BULK SUPPLY:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.7		Servicing for the first 12 months service period of the generator's life cycle					
a)		Supply	month	12			
b)		Install	month	12			
2.1.2		<u>Testing and commissioning of the generator, according to regulations, complete.</u>					
.2.1		Factory acceptance testing (FAT)					
a)		Deliver FAT report	No	1			
.2.2		Hot commissioning, manuals and training					
a)		Generators hot commissioning, including delivery of back-up power system parameters	Sum	1			
b)		Operation and maintenance manuals, 3 hard copies and 1 soft copy	Sum	1			
c)		Training on the operation and prescribed maintenance requirements from the OEM	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 3: EQUIPMENT:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3.		SECTION 3: EQUIPMENT: ***** NOTE: 1. THIS SCOPE WILL BE FOR THE EQUIPMENT, INCLUDING MOTORS, PUMPS, DIESEL BOWSERS, PIPES AND SPECIALS *****					
3.1		REFURBISHMENT OF PUMP STATION					
3.1.1		<u>Supply all material, labour and equipment to install the following</u>					
.1.1		Pipes and specials					
a)		100mm Ø x 90° PN25 flanged mild steel bend. Lining: 0.4mm Two Pack Epoxy, Coating: 0.3mm Two Pack Epoxy.	No.	1.00			
b)		Piece of 100mm Ø PN25 mild steel pipe, both ends flanged. Lining: 0.4mm Two Pack Epoxy, Coating: 0.3mm Two Pack Epoxy.	No.	1.00			
c)		100mm Ø AVK recoil check valve or similar, ductile iron body inlet and outletPN25	No.	1.00			
d)		100mm Ø Series 21/60-PN25 AVK Gate valve with non-rising stem or similar, ductile iron body and bonnet-229mm F/F	No.	1.00			
e)		100mm series 6139-PN25 AVK pressure reducing valve or similar	No.	1.00			
f)		Installation of KSB SERIES WKLN or equivalent pump set complete with Pump : WKLn 80/11 (22), 32.28 kW, 1475 1/min; Motor : 45 kW, 1472 RPM, 380V; Base plate : 2300 x 750 x 152 m; Performance <Q80	No.	1.00			
g)		Miscellaneous pipes and valves items	PC Sum	1.00			
TOTAL CARRIED FORWARD							

SECTION 3: EQUIPMENT:

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
3.2		DIESEL BOWSER:					
3.2.1		Supply of diesel bowser, including first fill, and delivery to municipal depot as specified, complete.					
.1.1		Double axial diesel bowser, stainless steel tank, 1000 l capacity, including first fill					
a)		Diesel bowser	No	1			
b)		Diesel 50 ppm	ℓ	1,000		Rate Only	
c)		Delivery to site	Sum	1			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION 4: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4.		SECTION 4: CIVIL & STRUCTURAL					

		NOTE:					
		1. THIS SCOPE WILL BE FOR THE CIVIL WORKS, INCLUDING EARTHWORKS, CONCRETE, FORM WORK, REINFORCEMENT, FENCE, PIPES AND FITTINGS,					
		2. UNLESS OTHERWISE STATED HEREIN, ALL ITEMS IN THIS BILL SHALL BE DEEMED TO BE A FIXED PRICE FOR THE DURATION OF THIS PROJECT.					
		3. THE TENDER SHALL ACQUAINT HIMSELF BY PERSONAL EXAMINATION OF THE NATURE OF THE GROUND. DESCRIPTIONS OF EXCAVATIONS SHALL BE DEEMED TO INCLUDE ALL GROUND CONDITIONS CLASSIFIED AS "EARTH" AND WHERE CONDITIONS OF A MORE DIFFICULT CHARACTER ARE INDICATED THESE ARE SEPARATELY MEASURED.					
		4. DISPOSAL OF UNSUITABLE AND EXCESS MATERIAL FROM EXCAVATIONS TO THE OUTSIDE OF THE PROPOSED OFFICE FOOTPRINTS.					
		5. NO CLAIM FOR ROCK EXCAVATION WILL BE ENTERTAINED UNLESS THE CONTRACTOR HAS TIMEOUSLY NOTIFIED THE QUANTITY SURVEYOR THEREOF PRIOR TO BACKFILLING.					
		6. "SOFT ROCK" AND "HARD ROCK" SHALL BE AS DEFINED IN THE "EARTHWORKS."					

4.1	SANS 1200D	EARTHWORKS					
TOTAL CARRIED FORWARD							

SECTION 4: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
4.1.1		<u>Unless otherwise stated herein, all items in this bill shall be deemed to be a fixed price for the duration of this project</u>					
.1.1		Excavation					
a)		Excavate in all material for a depth not exceeding 300m and dispose surplus or unsuitable material within 500m distance	m ³		20.00		
.1.2		Compaction of Surfaces					
a)		Rip and wet re-compaction of ground surface material under Generator Base Slab, including scarifying for a depth of 150mm and compacting to 93% Mod AASHTO density	m ²		40.00		
b)		Transport, storage, handling, placing and compaction to 98% density and finishing of G5 imported Base material from commercial source in layers not exceeding 150mm	m ³		20.00		
.1.3		Prescribed density tests					
a)		"Modified AASHTO Density" tests	No		8.00		
4.2	SANS 1200G	CONCRETE, FORMWORK, REINFORCEMENT, ETC					
4.2.1		<u>Supply all relevant material, labour, machinery and equipment for mixing, placing & curing and testing of concrete as per engineers drawings</u>					
.1.1		Strength concrete 15MPa/19mm					
a)		Blinding layer 75mm thick beneath Base Slab	m ²		40.00		
.1.2		Strength concrete 30MPa/19mm					
a)		Generator Base Slab	m ³		5.40		
b)		Bulk Fuel Tank Base Slab	m ³		3.30		
c)		Bunding Wall	m ³		1.00		
TOTAL CARRIED FORWARD							

SECTION 4: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.3		Smooth Formwork to Sides					
a)		Sides of Generator Base Slab	m ²	7.40			
b)		Sides of Bulk Fuel Tank Base Slab	m ²	5.80			
c)		Inside and outside face of 250mm high bunding wall	m ²	7.90			
.1.4		Test Blocks					
a)		Making and testing sets(3 cubes) of 150x150x150mm concrete strength test cube	sets	1.70			
.1.5		Unformed Surface Finishes					
a)		Wood floated	m ²	40.00			
b)		Steel floated	m ²	40.00			
.1.6		Joints and sealants					
a)		"20x20mm Sikaflex Pro-3WF Polyurethane sealantbetween Generator and Bulk Fuel Tank Slab"	m	4.40			
.1.7		High-Tensile Steel Reinforcement to Structural Concrete Work					
a)		8mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.17			
b)		10mm Diameter (Bulk Fuel Tank Base and Bund Wall)	t	0.17			
.1.8		Reinforcement Steel Mesh					
a)		ref. no. 395 (50mm from TOC) for Generator slab	m ²	25.00			
b)		ref. no. 395 (50mm from TOC) for Bulk Fuel Tank slab	m ²	15.00			
4.3		FENCING					
4.3.1		<u>Supply labour, material and equipment for the following.</u>					
TOTAL CARRIED FORWARD							

SECTION 4: CIVIL & STRUCTURAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
BROUGHT FORWARD							
.1.1		Excavations					
a)		Digging of holes @ 400 x 400 x 600mm deep in all materials for all poles.	No.	17.00			
.1.2		Concrete					
a)		Holes: 25MPa concrete cast into holes.	No.	17.00			
b)		Section beneath gate: 3500 x 300 x 300mm	No.	1.00			
.1.3		PVC coated Clearvu Fencing					
a)		26m long PVC coated Clearvu Fence complete with 2100 x 3000 mm medium security panels, 2700 x 100 x 60 x 1.6 mm T-Posts, 2700 x 76 x76 x1.6 Square Posts (HDG+PVC) and 3600mm WIDE x 2100mm HIGH Double Swing Gate (PVC Coated).	No.	1.00			
TOTAL CARRIED FORWARD TO SUMMARY							

SUMMARY OF SECTIONS

SUMMARY OF SCHEDULES

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

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

PRIVATE BAG X113
PORT NOLLOTH
8280

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document containing 182 pages in consecutive order upon which my/our tender for **TENDER NO. BGPG/02/NC061/08/2023: ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY** has been based.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	143 - 144
C3.2 Engineering.....	145 - 153
C3.3 Construction	154 - 166
C3.4 Management	167 - 172

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.3, C3.4 and C3.5)
SANS Standardised Specifications

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

C3.1 Description of the Works

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C3.1.2	Scope of Contract	144
C3.1.2.1	Scope of Contract	144
C3.1.3	Description of the Site and Access	144

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.1 Description of the Works

C3.1.1 General

The Richtersveld Local Municipality proposes to refurbish its bulk water supply generation system for the community of Port Nolloth by installing back up generators in each of their pump stations namely:

- (a) Extraction pump station
- (b) Swartzklip pump station
- (c) Port Nolloth pump station

C3.1.2 Scope of Contract

- (a) Extraction pump station

Electrical works - Installation of 200 kVA back-up generator, diesel fuel storage tank, cable installations and supply 1 kl diesel bowser on a double axial trailer.

Civil works - Earthworks (small works), construction of concrete base slab, and medium security Clearvu fence.

- (b) Swartzklip pump station

Electrical works - Installation of 300 kVA back-up generator, diesel fuel storage tank and cables

Civil works - Earthworks (small works), construction of concrete base slab, and medium security Clearvu fence.

- (c) Port Nolloth pump station

Electrical works - Installation of 100 kVA back-up generator, diesel fuel storage tank, pump set and cables

Civil works - Earthworks (small works), construction of concrete base slab, and medium security Clearvu fence.

Mechanical works- supply and installation of a pump set complete with motor, base plate and fittings.

C3.1.3 Description of the site and access

- The Extraction and Swartzklip pump station sites are located near the orange river in north-east Alexander bay, the Port Nolloth pump station is located in Alexander bay east of the R382. The site is currently accessible with a 4x4 or a 4x2 via a sandy road.

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.2 Engineering

DRAWINGS ISSUED WITH THIS DOCUMENT

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

DWG No.	SHORT DESCRIPTION	SIZE	REVISIONS		
			T0	T1	0
<u>TENDER DRAWINGS:</u>					
34064.01S-311-01	ELECTRICAL LAYOUT OF EXTRACTION PUMP STATION	A3	14/07/2023	16/10/2023	
34064.01S-311-02	ELECTRICAL LAYOUT OF SWARTZKLIK PUMP STATION	A3	14/07/2023	16/10/2023	
34064.01S-311-02	ELECTRICAL LAYOUT OF PORT NOLLOTH PUMP STATION	A3	14/07/2023	16/10/2023	
34064.01S-180-01	SECURITY FENCE DETAILS	A1	14/07/2023		
34064.01S-203-01	EXTRACTION GENERATOR BASE SLAB DETAIL	A1	14/07/2023		
34064.01S-203-02	SWARTZKLIK GENERATOR BASE SLAB DETAIL	A1	14/07/2023		
34064.01S-203-03	PORT NOLLOTH GENERATOR BASE SLAB DETAIL	A1	14/07/2023		
34064.01S-002-01	PROJECT NAME BOARD	A3	21/07/2023		

ISSUE DATE:	DRAWING SIZE:	REVISION:
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FOR CONSTRUCTION		
AS-BUILT		

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CITY ENGINEER / CLIENT REG. NO. DATE

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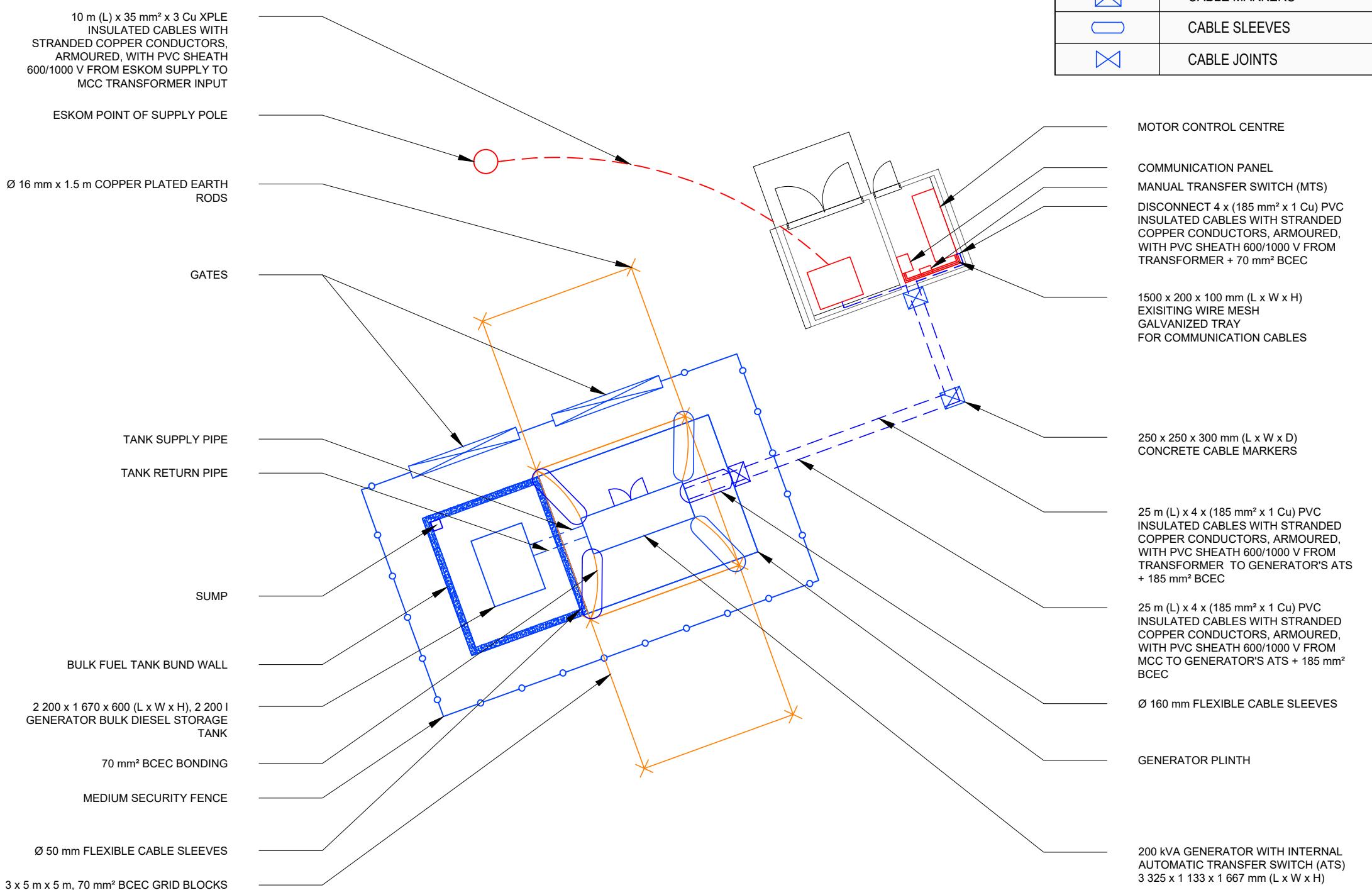
PROJECT
ALEXANDERBAY WATER SUPPLY:
BACKUP POWER GENERATOR
GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY

DRAWING TITLE

ELECTRICAL LAYOUT OF
EXTRACTION
PUMP STATION

APPROVED BY BVI

E. VAN JAARSVELD PR. ENG. ENGINEER/TECHNOLOGIST	20160758 REG. NO.	2023/07/14 DATE
SCALE	1:150 (A3)	DRAWN
DESIGNED	J. BOTES N. MBELE	CHECKED
PLAN NUMBER	REVISION NO.	DATE SAVED
34064.01S-311-01	T1	2023/10/16



LEGEND	
	EXISTING INFRASTRUCTURE
	PLANNED INFRASTRUCTURE
	EXISTING CABLE
	PLANNED CABLE AND PIPES
	EXISTING WIRE MESH GALVANIZED TRAY
	CABLE MARKERS
	CABLE SLEEVES
	CABLE JOINTS

ISSUE DATE:	DRAWING SIZE:	REVISION:
2023/10/16	A3	T1
PRELIMINARY		
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AMENDMENTS CODE

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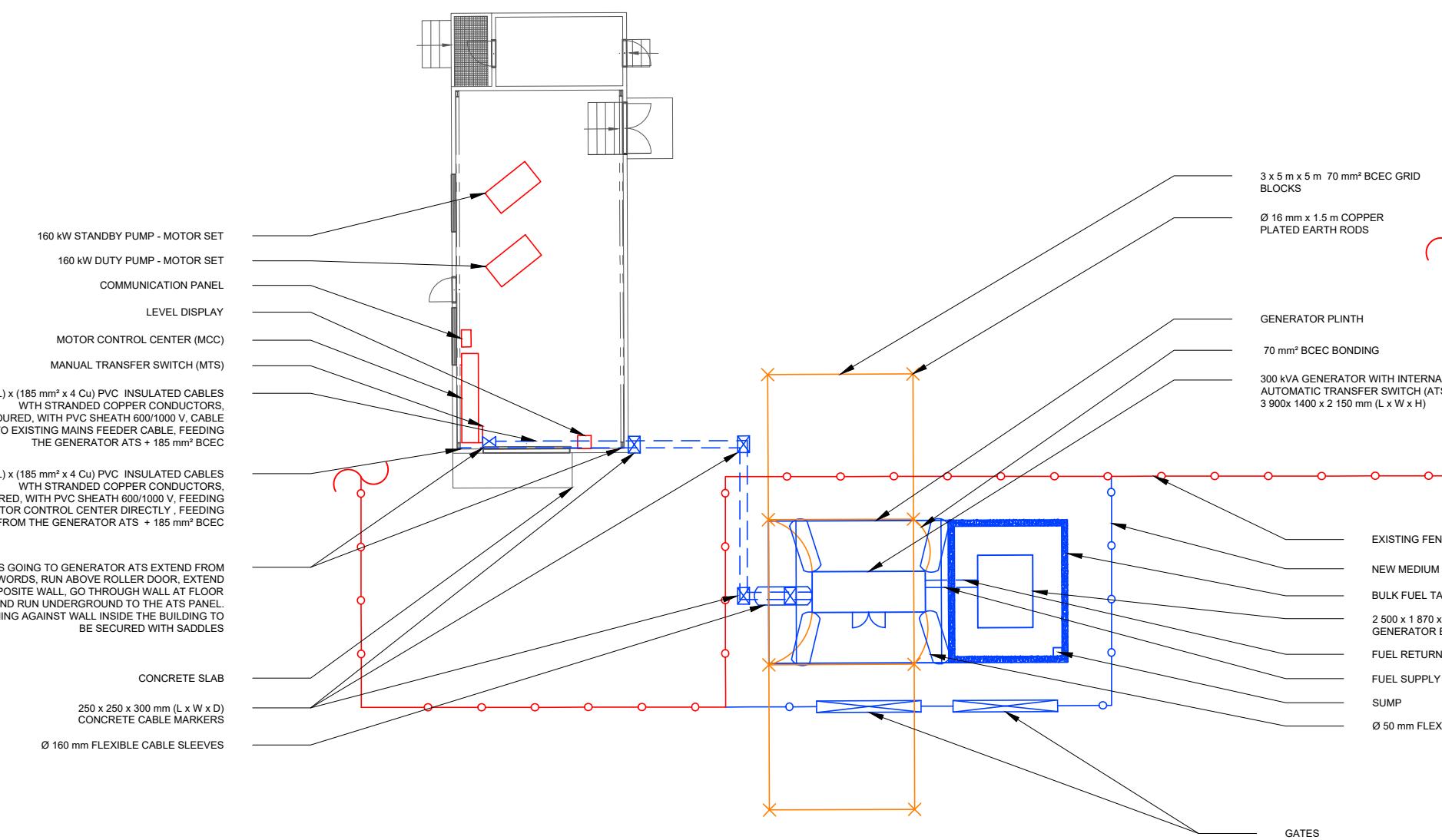


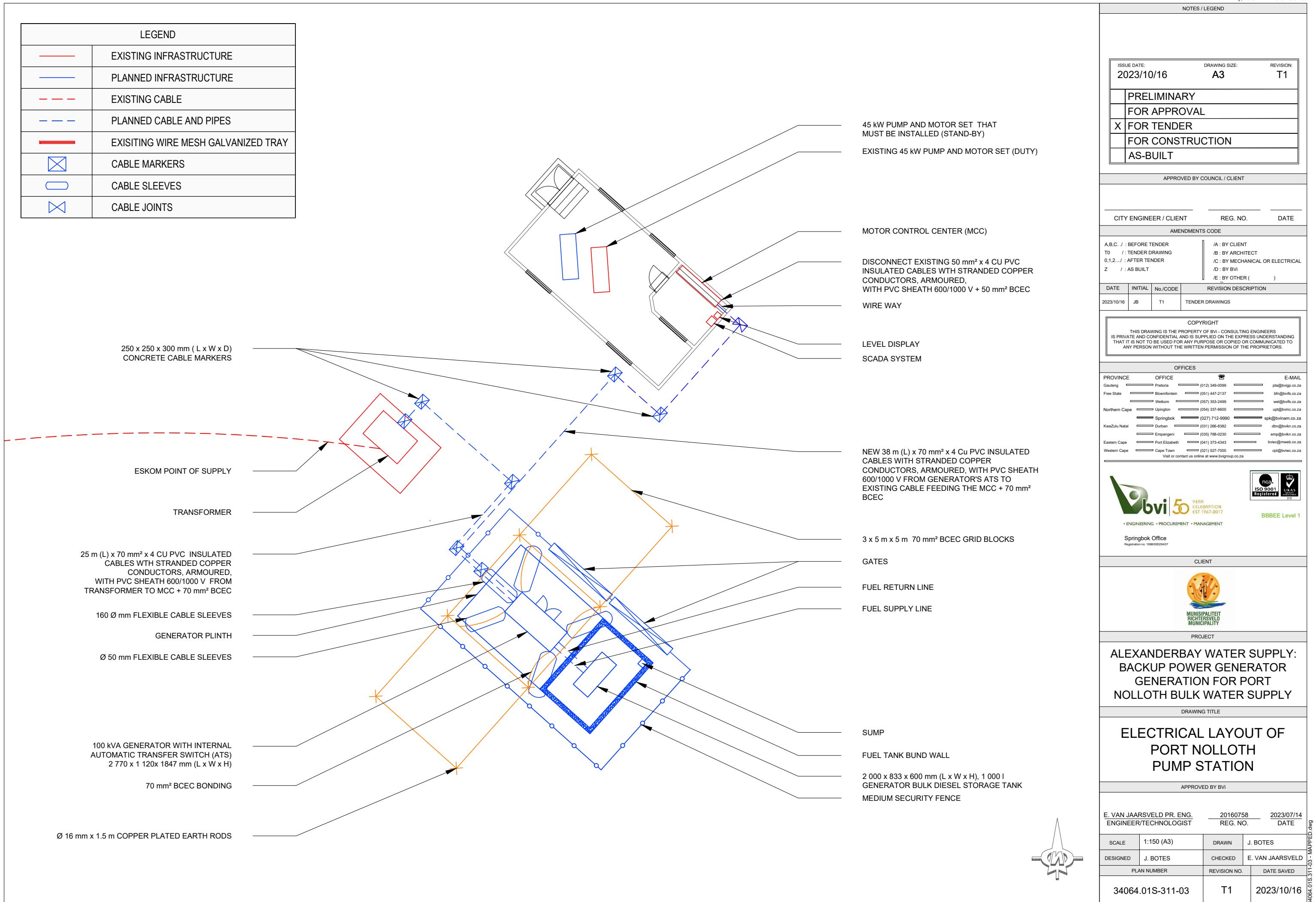
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 PROJECT
 ALEXANDERBAY WATER SUPPLY:
 BACKUP POWER GENERATOR
 GENERATION FOR PORT
 NOLLOTH BULK WATER SUPPLY

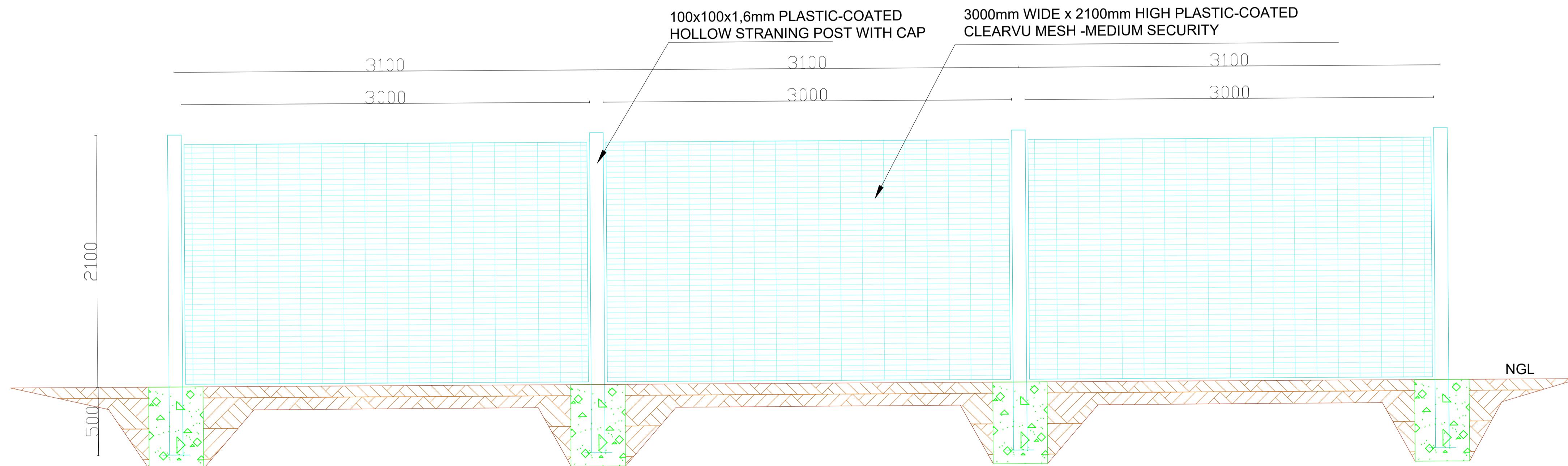
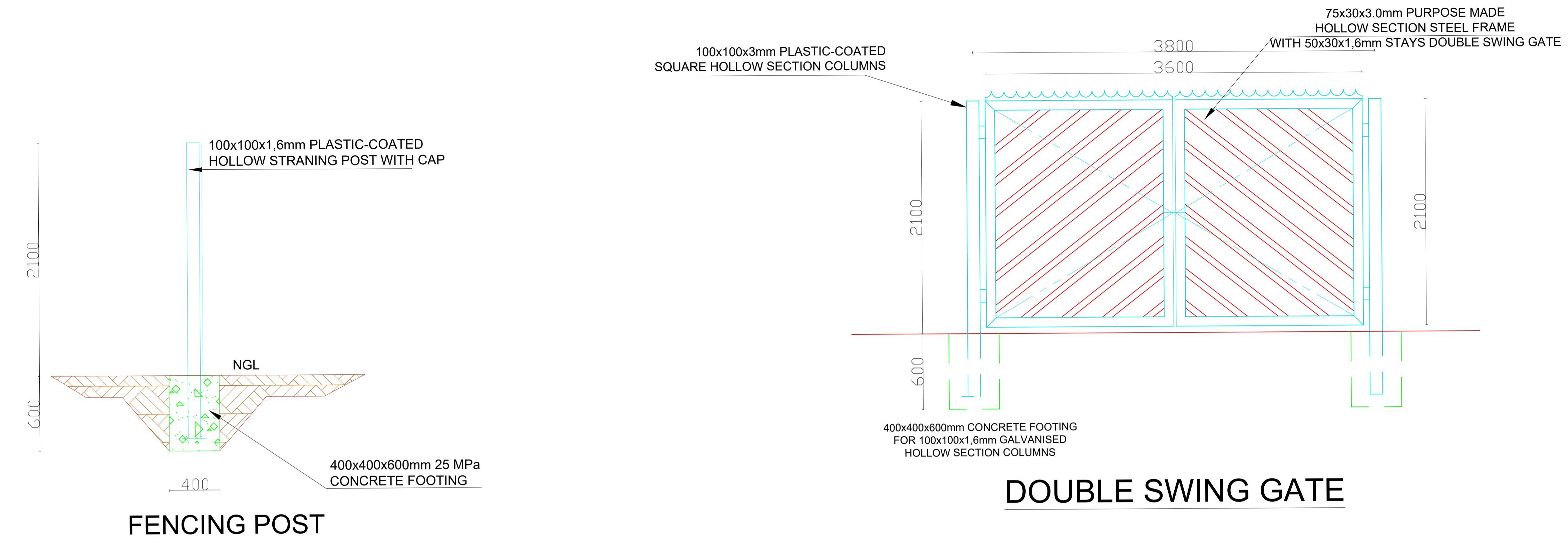
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 SWARTZKLIJN
 PUMP STATION
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E. VAN JAARSVELD PR. ENG. 20160758 2023/07/14
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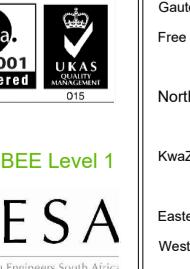




MEDIUM SECURITY CLEARVU FENCE

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AS-BUILT											

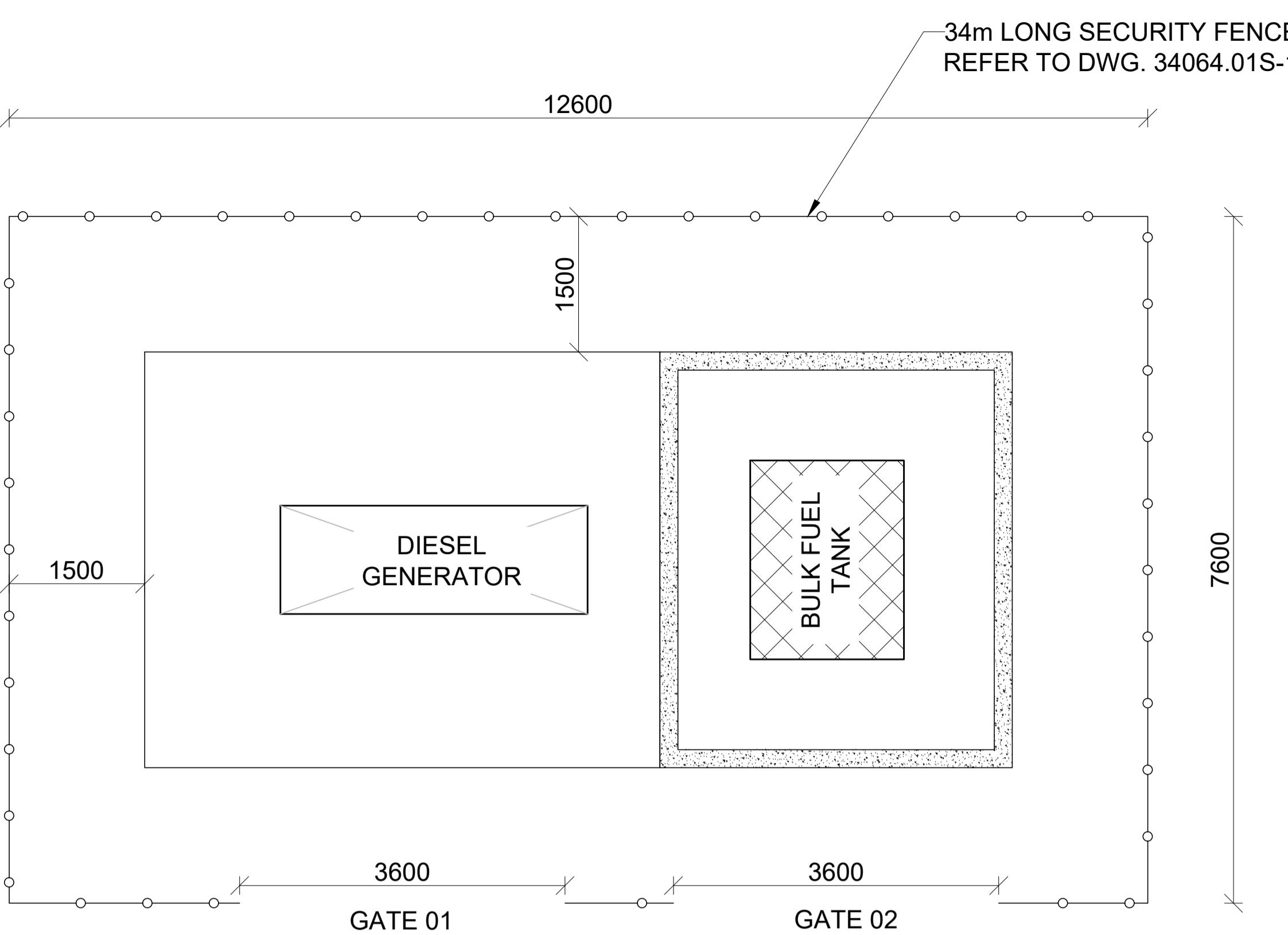
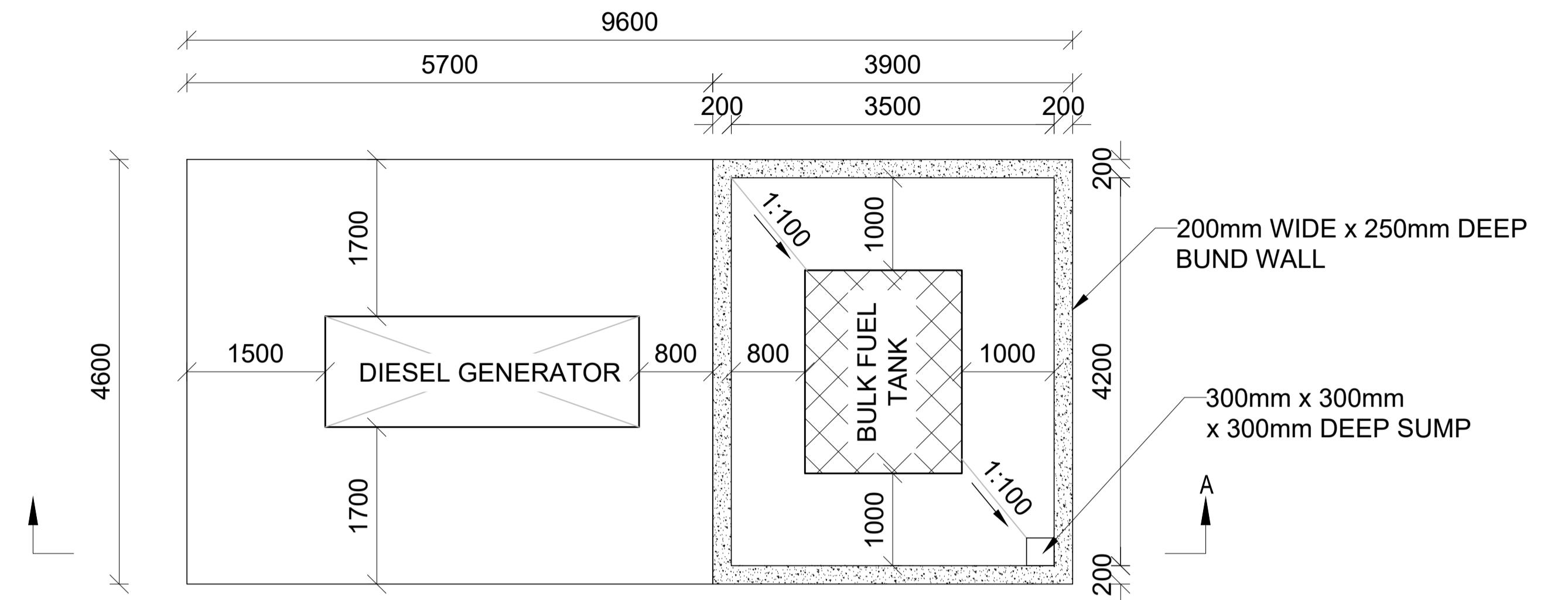
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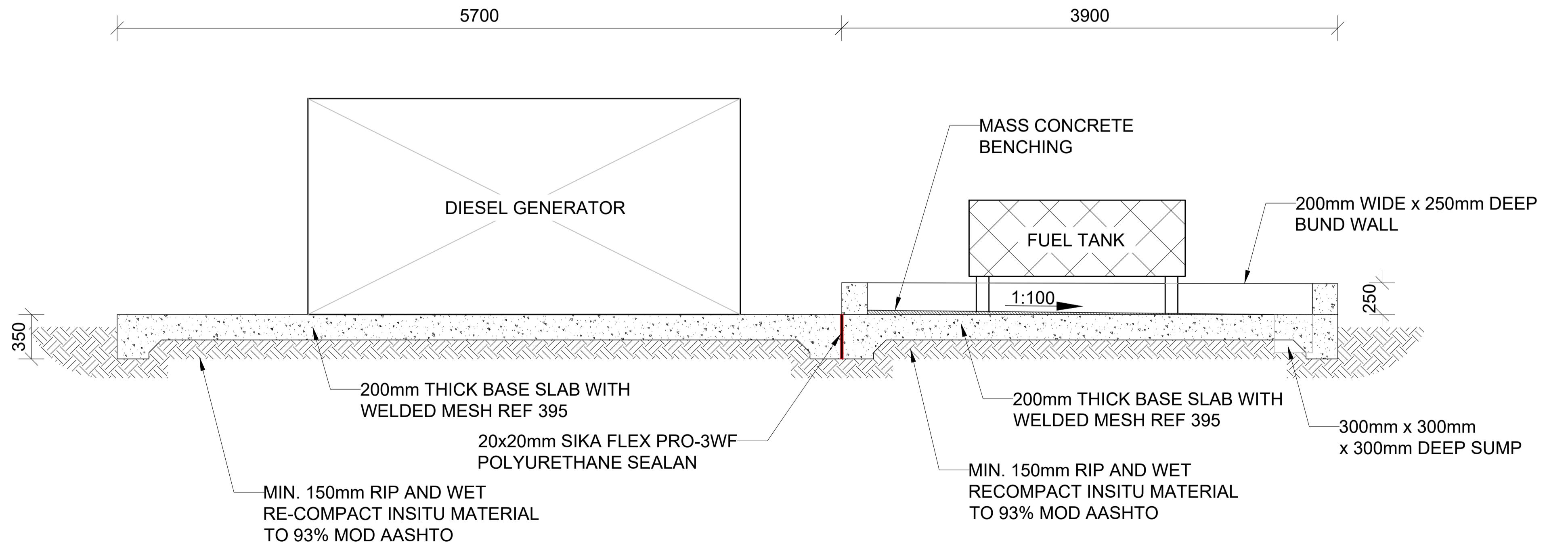
ALEXANDERBAY WATER SUPPLY:
 BACKUP GENERATOR POWER
 GENERATION FOR PORT NOLLOTH
 BULK WATER SUPPLY
 DRAWING TITLE
 SECURITY FENCE DETAIL

20160792 OCT 2016
 ENGINEER/TECHNOLOGIST REG. NO. DATE
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 DESIGNED S. MABASA CHECKED W. CLOETE
 PLAN NUMBER REVISION NO. DATE SAVED
 34064.01S-180-01 A 14/07/2023



SECURITY FENCE LAYOUT(1:50)

BASE SLAB AND BUND WALL PLAN (1:50)



SECTION A (1:25)

CONCRETE STRENGTH & COVER REQUIREMENTS:

RC BASE SLAB	=	STRENGTH 30MPa	COVER 50mm
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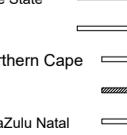
CONCRETE NOTES:

- All concrete works shall comply with the requirements of SANS 2001-CC1 & CC2, SANS 10100-1, and SANS 10100-2.
- Stripping times for formwork and back propping shall be in accordance with SANS 2001-CC1 & CC2, unless noted otherwise. No side shutters of columns and beams shall be stripped until the strength of the concrete has attained at least 4.5 MPa.
- The position and method of forming of all construction joints shall be submitted to the Engineer for approval prior to construction.
- Extent of back propping and sequence shall be discussed with the Engineer before commencement of works.
- The levels and plan dimensions of all suspended concrete slabs shall be adequately surveyed at intervals as agreed, before and after removal of support work. Results shall be forwarded to the Engineer for his records.
- Penetrations smaller than 150mm in diameter may not be indicated on the structural drawings. Any penetrations not shown on the drawings, in any part of the structure, must be brought to the attention of the Engineer prior to casting concrete. All penetrations or sleeves must be installed complete at the time of the reinforcement inspection.
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- No chasing or cast-in items are allowed in any concrete without prior approval by the Engineer in writing.

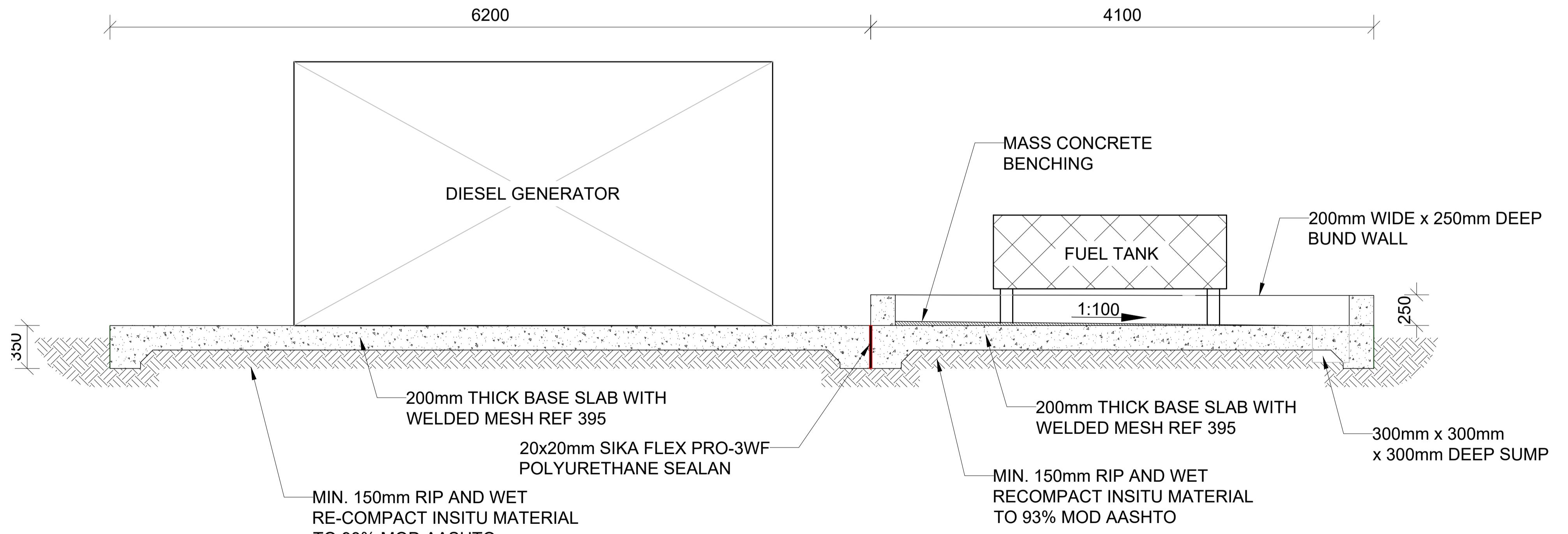
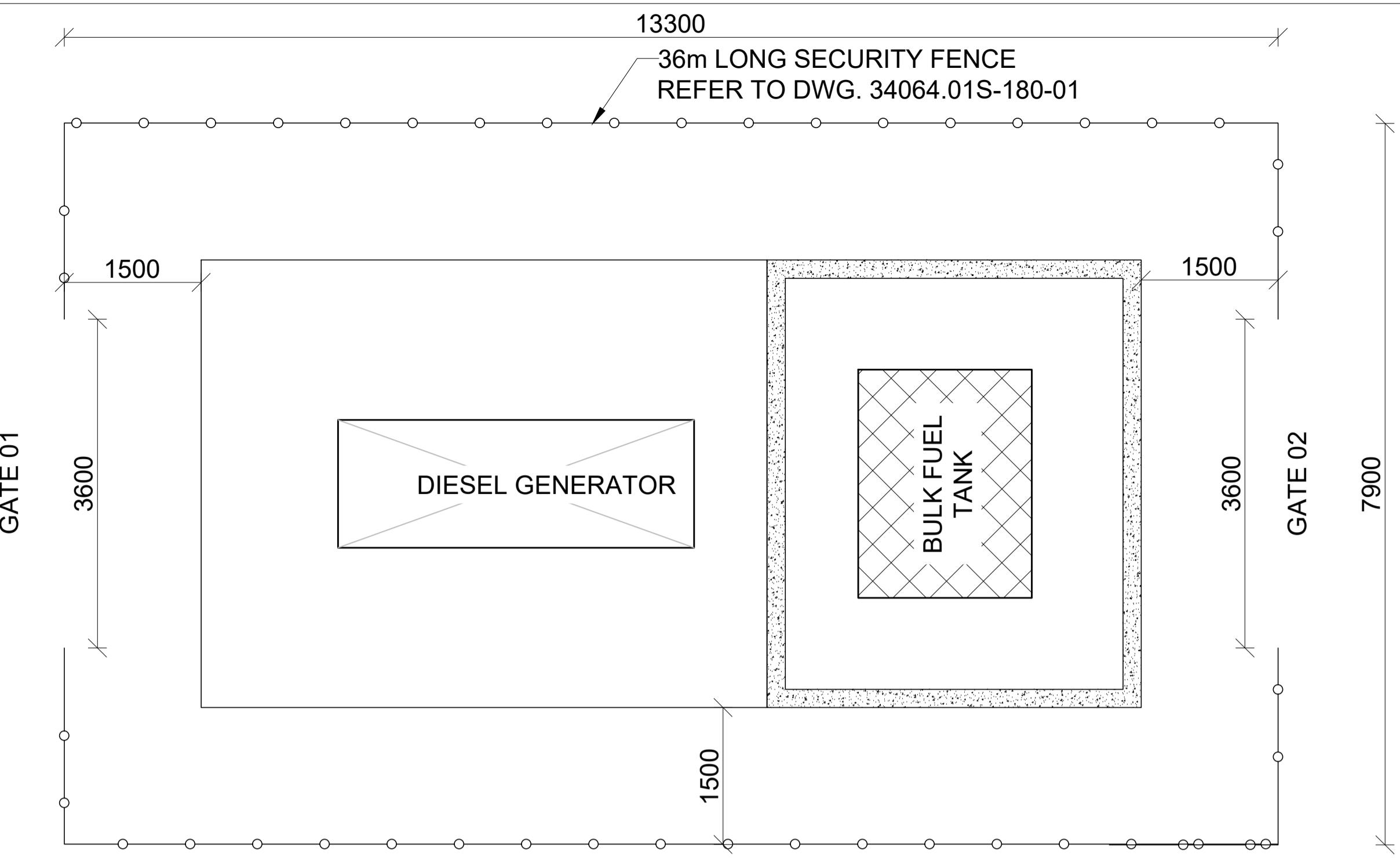
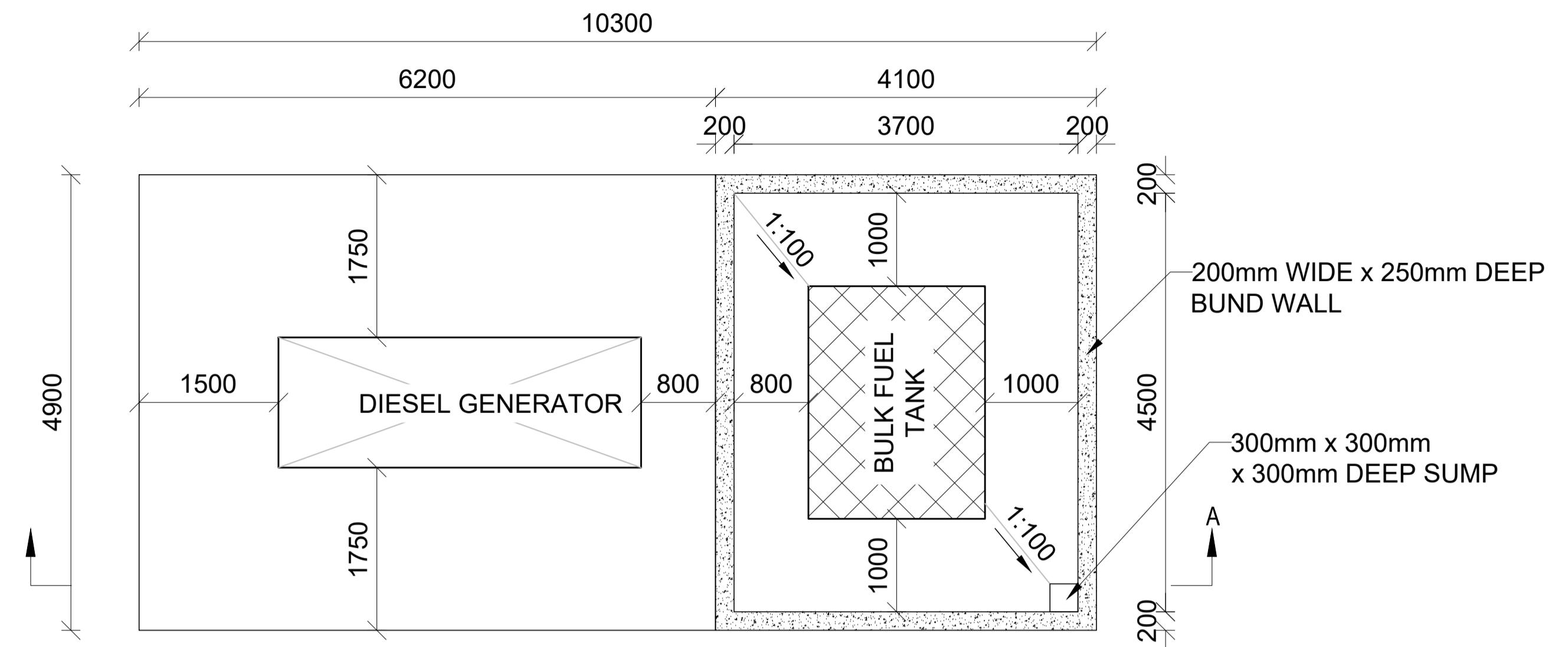
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34064.01S-203-01	A	20/07/2023					



CONCRETE STRENGTH & COVER REQUIREMENTS:

RC BASE SLAB	=	STRENGTH 30MPa	COVER 50mm
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CONCRETE NOTES:

- All concrete works shall comply with the requirements of SANS 2001-CC1 & CC2, SANS 10100-1, and SANS 10100-2.
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- Concrete cube results shall be submitted on a regular basis as specified in SANS 2001-CC1 & CC2.
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- No chasing or cast-in items are allowed in any concrete without prior approval by the Engineer in writing.

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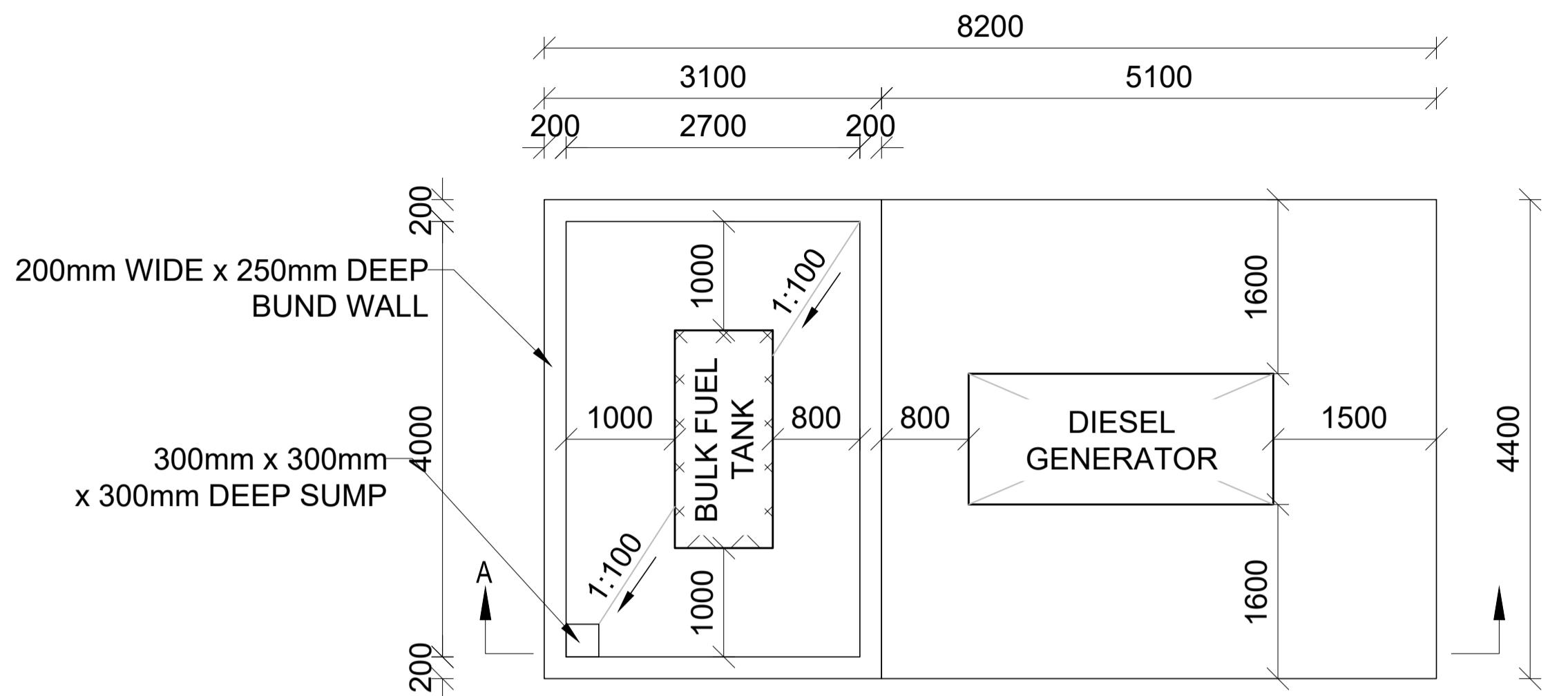
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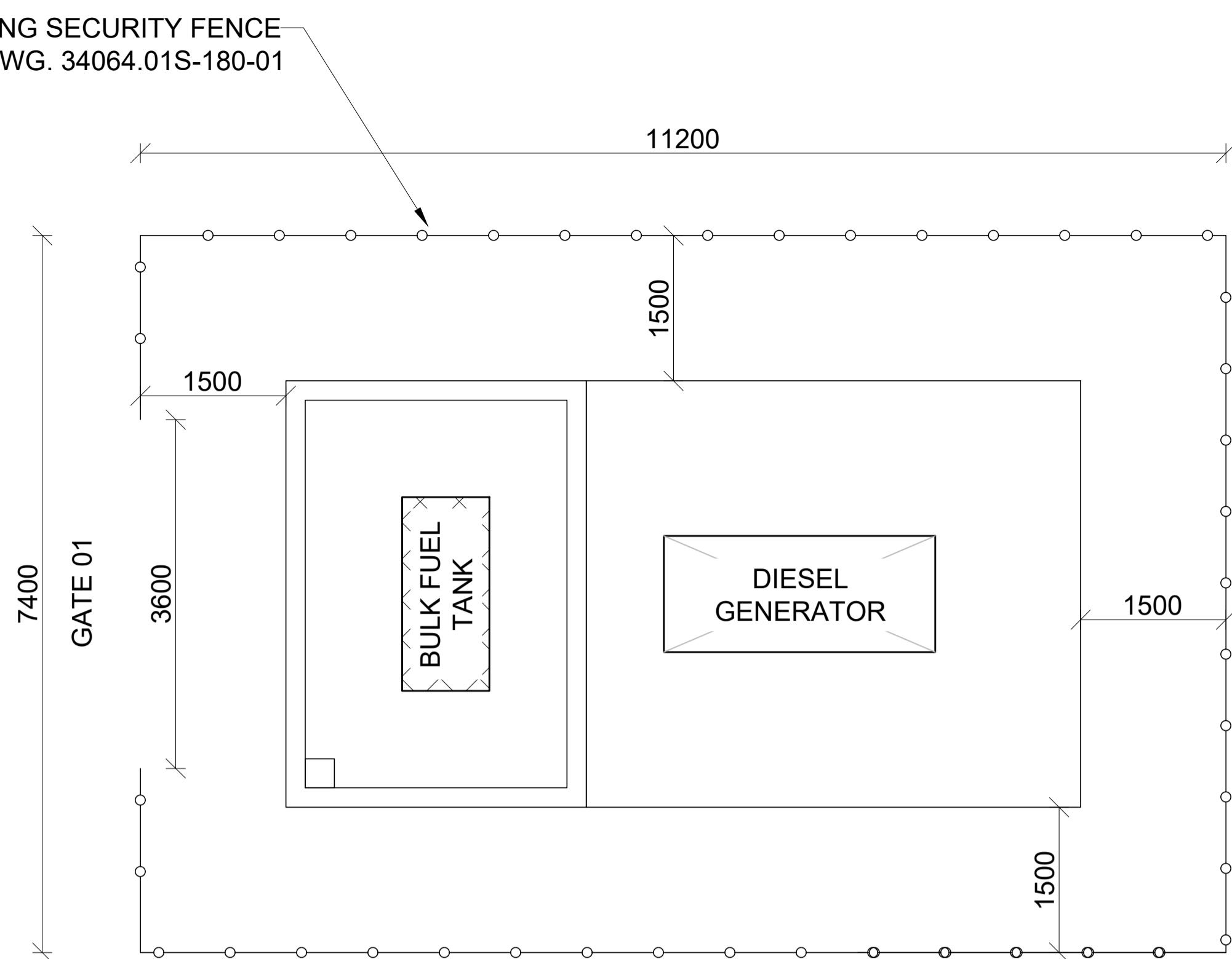
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PROJECT		APPROVED BY BVI	
ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY		20160792	OCT 2016
ENGINEER/TECHNOLOGIST	REG. NO.	DATE	
DESIGNED	S. MABASA	CHECKED	W. CLOETE
PLAN NUMBER	REVISION NO.	DATE SAVED	
34064.01S-203-02	A	20/07/2020	



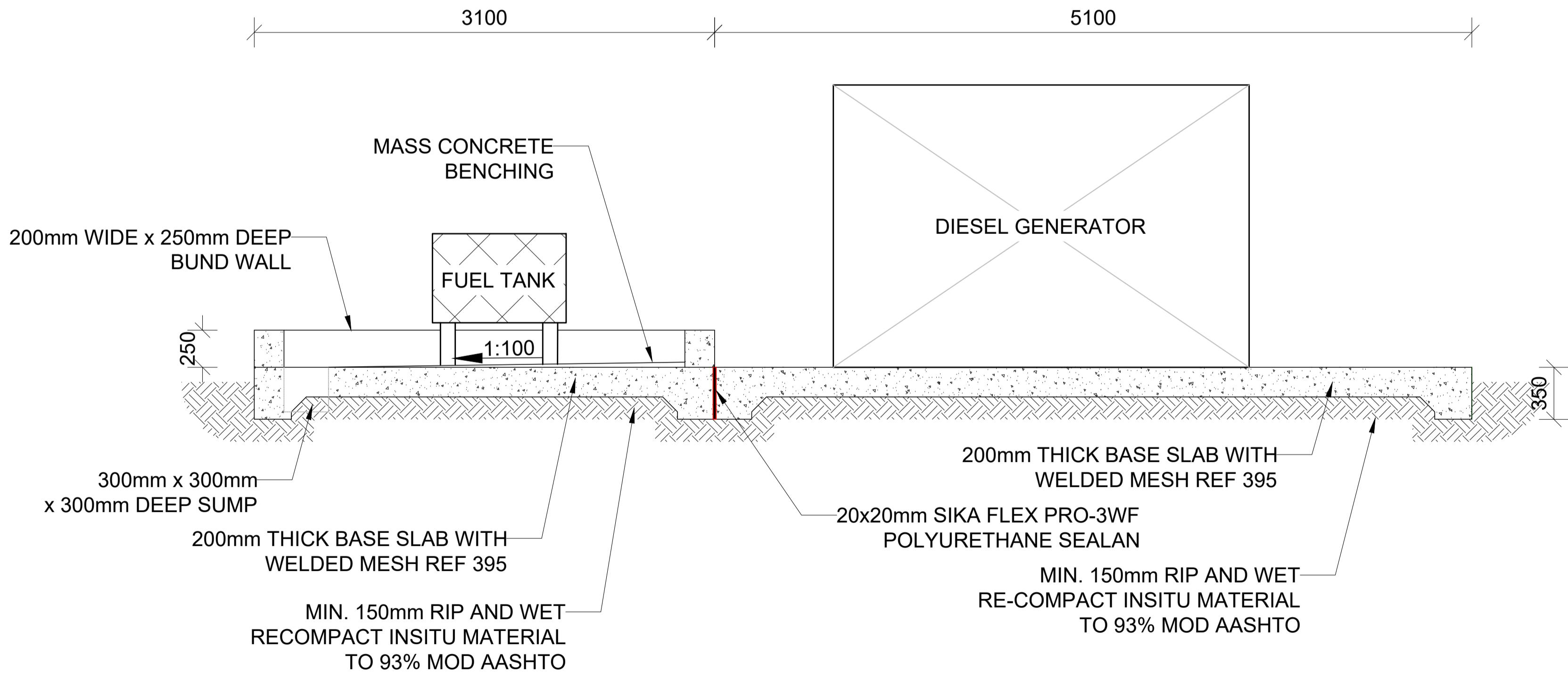
BASE SLAB AND BUND WALL PLAN (1:50)



SECURITY FENCE LAYOUT(1:50)

CONCRETE NOTES:

- All concrete works shall comply with the requirements of SANS 2001-CC1 & CC2, SANS 10100-1, and SANS 10100-2.
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- The position and method of forming of all construction joints shall be submitted to the Engineer for approval prior to construction.
- Extent of back propping and sequence shall be discussed with the Engineer before commencement of works.
- The levels and plan dimensions of all suspended concrete slabs shall be adequately surveyed at intervals as agreed, before and after removal of support work. Results shall be forwarded to the Engineer for his records.
- Penetrations smaller than 150mm in diameter may not be indicated on the structural drawings. Any penetrations not shown on the drawings, in any part of the structure, must be brought to the attention of the Engineer prior to casting concrete. All penetrations or sleeves must be installed complete at the time of the reinforcement inspection.
- No cores will be allowed without prior approval from the Structural Engineer.
- Concrete strengths and cover shall be as specified on the drawings or as tabled below in the Minimum Concrete Component Requirements.
- Cover blocks to have SANS approval, and be approved by the Engineer. Approved spacers include precast concrete blocks of the same quality as the concrete specified for slabs and beams, and plastic wheel types for columns and walls.
- 20x20mm chamfers to be provided to all exposed corners, unless noted otherwise.
- Concrete cube results shall be submitted on a regular basis as specified in SANS 2001-CC1 & CC2.
- Curing of concrete shall be in accordance with SANS 10100-2. Curing compound shall be approved by the Engineer.
- No repair works to concrete shall be undertaken without the Engineer's prior inspection and approval. All repair of stripping damages and honeycombing shall be carried out within 7 days of stripping.
- No chasing or cast-in items are allowed in any concrete without prior approval by the Engineer in writing.



SECTION A (1:25)

<u>CONCRETE STRENGTH & COVER REQUIREMENTS:</u>		
RC BASE SLAB	=	<u>STRENGTH</u> 30MPa

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MUNICIPALITY



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/ : TENDER DRAWING				
I...J : AFTER TENDER				
/ : AS BUILT				
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ALEXANDERBAY WATER SUPPLY:
BACKUP GENERATOR POWER
GENERATION FOR PORT NOLLOTH
BULK WATER SUPPLY

PROJECT NAME BOARD

APPROVED BY BVi

		20160772	OCT 2016
ENGINEER/TECHNOLOGIST		REG. NO.	DATE
SCALE	1:30	DRAWN	S. MABASA
DESIGNED	-	CHECKED	W. CLOETE
PLAN NUMBER		REVISION NO.	DATE SAVED
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RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

**ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT
NOLLOTH BULK WATER SUPPLY**

C3.3 Construction

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RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.3 CONSTRUCTION

C3.3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **South African National of Standard Standardised for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract.

SANS 1200 A	- 1986 :	GENERAL
SANS 1200 AB	- 1986 :	ENGINEERS OFFICE
SANS 1200 C	- 1980 :	SITE CLEARANCE
SANS 1200 DA	- 1988 :	EARTHWORKS (SMALL WORKS)
SANS 1200 G	- 1984 :	CONCRETE (STRUCTURAL)
SANS 1200 L	- 1983 :	MEDIUM-PRESSURE PIPELINES

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ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.3.2 PROJECT SPECIFICATIONS

C3.3.2.1 VARIATION AND ADDITIONAL CLAUSES TO THE STANDARD SPECIFICATION LISTED IN THE LIST OF SPECIFICATIONS

PSA GENERAL (SANS 1200A)

PSA5 CONSTRUCTION

PSA5.1 Setting out of the Works

The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature. The setting out of the Works is the Contractor's responsibility.

PSA5.2 Accommodation of traffic

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

PSA5.3 Existing services

All services shall be treated as live until proven otherwise. The Contractor shall not commence work in an area until proper arrangements have been made for supervision of the work by the relevant authority.

The Contractor shall give assistance to service authorities with the location, protection and relocation of services controlled by that authority.

PSA7 TESTING

PSA7.1 Testing Principles

Test results must comply with the minimum prescribed specifications and no statistical evaluations will be accepted

PSA8 MEASUREMENT AND PAYMENT

PSA8.2 Dealing with storm water

The cost of controlling storm water will be held to be included for in the tendered sums for Items (A1, B1 and C1) and (A2, B2 and C2) and no separate payment will be made for this work.

PSA8.3 Dealing with existing services

The following works that are executed by the Contractor on the instruction of the Engineer will be measured and paid for under "Daywork" rates.

- (i) All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
- (ii) Work that is carried out by the Contractor with regard to existing services that are not indicated on the drawings and for which the Employer will carry the cost according to

Subclause 5.4.

PSA8.4 Testing of Materials

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SANS 1200 specification, or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Bills of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

PSA8.6 Miscellaneous

An item, which, in the payment clause column of the Bills of Quantities, refers to this clause (PSA8-5), will be measured in the unit scheduled. Any item omitted, the sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Bills of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.

PSA8.8 Temporary Works

PSA8.8.1 Main Access to Site

Add the following:

There will be no payment for the construction of a temporary gravel road or the maintenance of the existing road to the site. The contractor must make sure that any costs to access the site is included in item (A1, B1 and C1) and (A2, B2 and C2) in the Bill of Quantities of the contract data.

PSA8.8.4 Existing Services

Add the following:

"For the exposure of existing services, an item for the excavation of soft material by hand in cubic meters has been provided for. The tariffs include all necessary payments for the excavation as instructed by the engineer. The tariffs will also include the backfilling and compacting of the materials, the transport of all surplus material, the safeguard of the excavations and any other works necessary to complete the works. Transport of up to 0.5 kilometres of the material will be included in the tariffs.

ENGINEERS OFFICE (SANS 1200AB)

PSAB3 MATERIALS

PSAB3.1 Facilities for the Engineer

a) **Name boards**

The Contractor shall supply and erect, to the satisfaction of the Engineer, two project boards as shown on relevant drawings.

PSC	SITE CLEARANCE
PSC5	CONSTRUCTION
PSC5.1	Disposal of material (Subclause 3.1)
	Material obtained from demolishing and unwanted excavated material, shall be disposed of away from the site as indicated by the engineer.
PSG	CONCRETE (STRUCTURAL) (SANS 1200 G)
PSG2	Interpretations
PSG2.1	Definitions (Subclause 2.3)
	Under (a) add:
	A Constructional joint: a joint required on account of constraints or convenience in the method of construction and that is not a movement, contraction or expansion joint.
PSG2.2	Exposure Condition (Subclause 2.4.1)
	All Concrete on the Works shall be as specified for severe exposure condition.
PSG2.3	Strength Concrete (Subclause 2.4.2)
	Grade 30MPa/19mm means strength concrete grade 30 MPa with 19 mm stone.
PSG2.4	Joints
	Notwithstanding Subclause 2.4.3, designed joints will only be joints that are shown on the drawings. Any other joints that are required by the contractor as a result of his construction constraints or for any other reason, whether approved by the Engineer or not, will not be considered to be designated joints as defined in Subclause 2.4.3, i.e. they will be considered to be non-designated joints.
PSG3	MATERIALS
PSG3.1	Cement (Subclause 3.2)
	All cement used in the works shall be ordinary Portland cement complying with SANS 471.
PSG3.2	Storage (Subclause 3.2.3)
	Cement shall be used in the order in which it is received. Unless approved by the Engineer, cement kept in storage for longer than 8 weeks shall not be used in the Works. Any cement that contains lumps that cannot easily be crumbled to powder between the fingers may not be used.
PSG3.3	Water (Subclause 3.3)
	Only potable water from an approved source may be used for mixing concrete.
PSG3.4	Aggregate (Subclause 3.4)
	The nominal stone size specified in the concrete grade (e.g. 30 MPa/40 mm) shall mean stone conforming to the grading specified in SANS 1083 for the nearest equivalent size, i.e. 40 mm means stone that complies with SANS 1083 for 37, 5 mm size. Aggregates with a shrinkage higher than 130% will not be allowed.
PSG 3.4.1	Coarse Aggregate
PSG 3.4.1.1	Coarse Aggregate must comply with the 10%FACT requirements set for durability.

PSG 3.4.1.2 The nominal aggregate size is the smallest of the 37.5 millimetre maximum particle size and 25% of the slab thickness.

PSG 3.4.1.3 If the nominal aggregate size is larger than 26.5 millimetres, the coarse aggregate must consist of a mixture of aggregates larger than 26.5 millimetres and aggregates smaller than 26.5 millimetres.

PSG 3.4.2 Fine aggregate

PSG 3.4.2.1 Fine aggregate may not contain more than 40% Silicon particles.

PSG 3.4.2.2 Adjustments must be made to the mixture design if the Fineness Modulus of the fine aggregates varies more than $\pm 0,2$ during construction.

PSG 3.4.3 Mixture Design

A complete concrete mixture design must be submitted to the Engineer for approval before the commencement of the works.

The Contractor must have sufficient cube moulds to make test cubes on a daily base on request of the Engineer.

Care must be taken with the design of the mixture, to limit bleeding to a minimum. Special attention must be given to the fine aggregate if bleeding occurs.

PSG3.5 Samples (Subclause 3.4)

At least one month before commencement of concrete work the contractor shall supply, at his own cost, representative samples to the engineer of the aggregates he intends using, together with certificates from an approved laboratory indicating that the aggregates comply with the specifications. Approximately 50 kg of each sample of aggregate shall be supplied.

After approval, these samples shall be taken as standard for the agreed aggregates to be used in the Works. If at any time during the course of the Contract the Engineer considers that there has been any deviation from the approved standard the contractor shall submit further tested samples of material to the Engineer for approval.

PSG3.7 Admixtures (Subclause 3.5.1)

The use of admixtures will be subject to the approval of the Engineer.
The information listed in Subclause 3.5.1 shall be provided.

PSG4 PLANT

PSG4.1 Mixing plant and vibrators (Subclauses 4.3 and 4.4)

Standby mixers and vibrators of adequate capacity and with an independent power unit. Unit shall be maintained on site for immediate use in the event of breakdown of the regular mixers or vibrators or failure of the power supply.

PSG4.2 Formwork Ties (Subclause 4.5.3)

The use of sleeves for formwork ties through the walls of water-retaining structures will not be permitted. Ties, when cast in, shall have some form of positive anchorage to prevent any rotation when loosening formwork.

PSG4.3 Formwork: Chamfers and Fillets

Air exposed external angles in concrete work shall have 20 mm x 20 mm chamfers unless otherwise specified or ordered, but the top edge of a slab that is to receive and applied finish shall not be chamfered.

Internal corners in concrete work need not have fillets unless such fillets have been specified on the drawings or ordered by the Engineer.

PSG4.4

Water-bath

A temperature-controlled water-bath shall be provided on site. The water-bath shall be located under cover.

PSG5

CONSTRUCTION

PSG5.1

REINFORCEMENT

PSG5.1.1

Fixing (Subclause 5.1.2)

Fixing of reinforcing bars by welding and heating of bars will not be permitted.

PSG5.1.2

Spacers

Spacers of approved design include approved plastic or other proprietary spacers, or purpose made precast mortar blocks.

Where mortar blocks are being used they shall be properly shaped so as to slip out of position and shall be made of the same mix as the mortar of the concrete in which they are to be placed. The mortar shall be well compacted by approved means into the moulds to result in blocks with a density of at least 2 300 kg/m³; and which are free from honeycombing. The mortar blocks shall be cured in water for at least 7 days. Blocks which have not been manufactured and cured strictly in accordance with these requirements or which are in any other way considered unsatisfactory by the Engineer, will be rejected and shall be removed from the site.

PSG5.1.3

Cover (Subclause 5.1.3)

In Subclause 5.1.3(a) amend the words bar or stirrup to read: bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends.

Add to Subclause 5.1.3: (a) Tying wire may not encroach on the specified minimum cover by more than a single strand thickness. The cover to steel reinforcement shall not be less than 50 mm.

PSG5.2

FORMWORK

PSG5.2.1

Classification of finishes (Subclause 5.2.1)

Formwork for formed concrete surfaces against which backfill will be placed shall be rough. Formwork for formed concrete surfaces shall be smooth, except where otherwise specified.

PSG5.2.2

Special Smooth Finish

All concrete surfaces that will be exposed above the final ground levels shall have a special smooth finish to a Degree of Accuracy. The formwork used shall be high-grade, unblemished and regular in size. Formwork ties shall be placed in a regular pattern. The special smooth finish shall be an off-shutter finish to the concrete such that no after treatment is required other than at the positions of formwork ties.

PSG5.3

CONCRETE

PSG5.3.1

General (Subclause 5.5.1.1)

The concrete mix design for strength concrete must be prepared in an approved laboratory and the results of actual test mixes must be submitted for approval together with 7-day and 28-day strength test results. Special attention is drawn to the fact that the concrete mix used for water retaining structures must provide a very dense and impervious concrete.

No concrete shall be cast until the mix designs have been approved by the Engineer. The Engineer may call for revised mix designs at any stage during the Contract.

PSG5.3.2 **Slump (Subclause 5.5.1.2)**
 The slump for vibrated concrete shall be a minimum of 30 millimetres en maximum of 70 millimetres and for hand-placed concrete a minimum of 70 millimetres and a maximum of 120 millimetres.

PSG5.3.3 **Workability (Subclause 5.5.1.3)**
 If the necessary compaction of the concrete cannot be obtained, a better quality aggregate must be used. The use of more water or any addition of admixtures may not be considered without the written permission of the engineer.

PSG5.3.4 **Chloride Content (Subclause 5.5.1.4)**
 With reference to Table 4, efflorescence will not be acceptable on any exposed concrete surface.

PSG5.3.5 **Durability (Subclause 5.5.1.5)**
Add the following
 "The water/cement ratio of all concrete mixes will not be more than 0,53."

PSG5.3.6 **Strength Concrete (Subclause 5.5.1.7)**
 With the exception of mixes weaker than 15MPa, all concrete for structural units/the Works shall be considered to be strength concrete in terms of Subclause 5.5.1.7. All structural concrete shall be according to the prescribed strengths.

PSG5.3.7 **Strength Concrete (Subclause 5.5.3.1)**
Add the following
 " If concrete is mixed by hand, the limit of the quantity of one single mix will be 0,25 cubic meters. Mixing will take place on a waterproof surface. The Cement and Sand will be mixed thoroughly before the addition of stone particles, whereafter the water will be added last.

PSG5.3.8 **Prevention and repair of plastic shrinkage cracks**
 The contractor shall take whatever measures are necessary to prevent plastic shrinkage cracking in the concrete. Particularly on dry windy days or hot sunny days the contractor shall make provision for fine spraying of the concrete with black plastic sheeting. It may be necessary to change the aggregates or the concrete mix proportions.
 If plastic shrinkage cracking occurs, the cracks shall be closed up by revibrating the concrete with a poker vibrator, within about three hours of casting. Once the cracks have been closed, the concrete shall be kept thoroughly wet, or covered with plastic sheeting for at least a further three hours.

PSG5.4 **CONSTRUCTION JOINTS (SUBCLAUSE 5.5.7)**

PSG5.4.1 **General**
 The edge of joints, exposed to view in the finished structure, shall be formed with suitable beads to provide a straight edge true to line and level. As soon as practical, but not before 15 hours after placing, the construction joint surface shall be prepared to receive fresh concrete. This preparation, as specified in 5.5.7.3(a) to (d), shall be such as to improve all laitance or inert and strength less material which may have formed and the specified chipping or sand blasting, shall be such as to produce a roughened surface all over.
 When concreting is interrupted, concrete surfaces shall be protected from the sun as specified in Subclause 5.5.8(d) or by means of hessian kept damp until concreting is resumed.

PSG5.4.2

Formed Joints (Generally vertical or near vertical)

Formed joints will be considered to be designated joints as defined in Subclause 2.4.3. (The forming of a straight edge to a joint as specified in PSG5-4,1 does not constitute a formed joint).

Each joint shall be formed as shown on the drawings, complete with shear keys rebates, waffle formwork, V-feature, waterstops, Flexcell or similar joint filler, dowel bars and their PVC tubes, etc. as indicated.

PSG5.4.3

Joints between Floors, Walls and Pillars

Construction joints between foundations or footings and walls, or piers standing on them, shall not be made flush with the supporting surface, but shall be made at a distance above the floor or footing shown on the drawings or approved by the Engineer. The kicker (starter stub) shall be cast as an integral part of the bottom, floor or footing.

PSG5.5

CURING AND PROTECTION (SUBCLAUSE 5.5.8)

PSG5.5.2

Formed Surfaces

In order to improve the effectiveness of the curing treatment, the specified minimum time for the removal of the formwork shall be four days.

PSG5.5.3

Curing Compound

The use of membrane curing compounds will be allowed on vertical faces or steeply inclined faces (i.e. steeper than 45° to the horizontal) of cast in-situ members of the structures subject to the contractor producing sufficient, satisfactory cube crushing strength test results where the crushing strength of cubes which have been cured with the proposed curing membrane and left exposed to the elements are compared with those of an equal number of water cured cubes. The crushing strength of the cubes cured with the proposed membrane shall be at least 85% of the crushing strength of the water cured cubes.

The timing of power-floating is critical to its success. Power-floating shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

This main objective of power floating the mortar skim on the no-fines under drainage layer is to achieve a plane, smooth surface. This need not be dense.

PSG5.6

CONCRETE SURFACES (SUBCLAUSE 5.5.10)

PSG5.6.1

Screeding finish

After placing and compacting, the concrete on a top (unformed) surface shall be struck off with a template to the designated grades and tampered with a tamping board to compact the surface thoroughly and to bring mortar to the surface, leaving the surface slightly ridged but generally at the required elevation. No mortar shall be added, and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after the interfering aggregate has been removed or tampered.

PSG5.6.2

Wood-floated finish (Subclause 5.5.10.1)

Where wood-floating is ordered or scheduled, the surface shall first be given a finish as specified in PSG5.6.1 and, after the concrete has hardened sufficiently, it shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screeding marks.

PSG5.6.3

Steel-floated finish

Where steel-floating is specified or scheduled, the surface shall be treated as specified in PSG5.6.1 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screeded surface shall be steel-trowelled under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

PSG5.6.4

Power float finish

Where power floating is specified or scheduled the surface shall be treated as specified in PSG5.6.2 except that when the moisture film has disappeared, and the concrete has hardened sufficiently to prevent laitance from being worked in the surface, the screeded surface shall be power floated to produce dense, smooth and uniform surface free of all trowel marks. In corners and areas of restricted access the concrete surface shall be finished by steel floating in accordance in PSG5.6.1.

The timing of power-floating is critical to its success. Power-floating shall not commence until the concrete can support the weight of a man without indentation and until the moisture sheen has disappeared. Thus several hours will have to elapse after concreting has been completed before this operation can commence. Night work may therefore be required.

The main object of power floating the mortar skim on the no-fines underdrainage layer is to achieve a plane, smooth surface. This needs to be done.

PSG5.6.5

Broom-swept finish

Where broom-swept finish is specified, the surface shall be treated as specified in PSG5.6.2 and hereafter swept transversely (to the direction of the roadway paving) with a stiff bristle broom to produce an approved no-skid finish.

PSG5.6.6

GRANOLITHIC SCREEDS

PSG5.6.61

General

Before placing any granolithic screeds the base concrete shall be chipped to expose the aggregate over 100% of the area to be screeded and soaked with water for at least 24 hours.

The base concrete shall be thoroughly cleaned by scrubbing and all standing water removed after soaking. A 1:2 cement/sand grout shall then be brushed into the prepared surface followed by the granolithic screed before the grout sets. The granolithic screed shall be of the driest feasible consistency with a slump not exceeding 50mm and shall be formed true to profile and shape as required and shown on drawings. Before placing granolithic screed against and adjacent band of granolithic screed the edge of the latter shall be prepared by chipping back to firm material, wire brushing and brushing with grout as for the base concrete.

Granolithic screed shall be compacted to remove all air and shall be screeded and finished with a steel trowel to Degree of Accuracy 1.

The trowelling shall be carried out in the following stages:-

- a) First – as soon as the granolithic screed has been compacted and screeded.
- b) Second – after 2 hours to close the surface and remove laitance.
- c) Third – after a further 24 hours.

The time intervals are estimated as appropriate to normal temperature conditions and shall be varied by the Contractor to ensure a smooth dense finish.

Granolithic screed shall be cured as specified in Subclause 5.5.8(b) but shall additionally be protected from direct sunlight and drying winds as it is being placed.

All screeding necessary to accommodate mechanical equipment shall be done under the equipment supplier's supervision and in strict accordance with his instructions. It shall be

commenced as soon as the equipment supplier give notice on completion of erection and shall be finished expeditiously.

The Contractor shall make good any damage to the mechanical equipment resulting from his personnel not following the supplier's instructions. Any spillage on the equipment shall be cleaned off immediately.

PSG8

MEASUREMENT AND PAYMENT

PSG8.1

Reinforcement (Subclause 8.1.2.2 and 8.1.2.3)

Notwithstanding the method of measuring and paying for reinforcement specified in Subclause 8.1.2.2 and 8.1.2.3, reinforcement will be measured and paid for as scheduled.

PSG8.2

Concrete (Subclause 8.1.3.3)

The rates for concrete shall also cover:

1. The cost of the preparation of design mixes by an approved laboratory and submission for approval by the Engineer (PSG5-3.1)
2. The cost of non-designated joints (PSG2-2, 4)
3. Screeding finish of unformed surface as specified in PSG5-6,1 and
4. Wood-floated finish to exposed surfaces as specified in PSG5-6,2

PSG8.3

Joints (Subclause 8.5)

Only designated joints as shown on the drawings will be measured for payment according to the length of each type of joint constructed (PSG2-4). The rate shall cost of all materials, labour and plant required to construct each type of joint specified on the drawings, including the cost of all shuttering, treatment of the joint as specified in Subclause 5.5.7.3, the provision of chamfers as specified where concrete is exposed, as well as testing the repairing where necessary.

Non-designated joints will not be measured for payment.

PSG8.4

Formed joints

Formed joints will be measured by the plan area of the joint.

The rates shall cover the cost of all operations and materials specified in Subclause 5.5.7 and PSG5-4,2, and detailed on the drawings such as joint filler, dowel bars and tubes, bitumen coats, etc, but excluding water stops or water bars. Water stops and water bars will be measured by length separately for each type.

PSG8.5

Formwork

PSG8.5.1

Edges of Blinding Layer

No separate payment will be made for formwork to the edge of the blinding layer. The rates tendered for concrete to be blinding layer shall cover the cost of such formwork.

PSG8.5.2

Kickers

Formwork to the edges of kickers will be measured as plain vertical or plain circular as applicable (not as narrow widths).

PSG8.6

Unformed Surface Finishes (Subclause 8.4.4)

The rates for unformed surface finishes shall cover the cost of providing the respective surface finish as specified in PSG5-6.

PSG8.7	Holding Down Bolts
Fixing of holding down bolts will be measured by number. The rate shall cover the cost of all things necessary to ensure that the bolts are effectively and rigidly held in position during casting, complete with sleeved pockets, all as detailed on the drawings.	
PSG8.8	Grouting
Grouting of base plates and equipment bases will be measured by the volume of grout used. The rate shall cover the cost of the supply and floating in the grout under the plates to ensure solid and complete filling of the gap.	
PSG8.9	Items cast in concrete
Items cast in concrete will be measured by number separately for each type of item. Notwithstanding Sub clause 8.2.6, the rate shall cover the cost of fixing in position and casting in the item as construction proceeds, irrespective of whether the Contractor chooses to fix the item in the formwork and cast it in directly or to box out a hole and group the item in subsequently. The item will be measured and paid separately.	
PSL	MEDIUM-PRESSURE PIPELINES (SANS 1200 L)
PSL3	MATERIALS
PSL3.1	General
The pipe and fitting items shall be as specified in the BOQ and drawings. Proof of SANS certificates must be provided beforehand in which the quality of the pipes is confirmed. Quantities of different types and classes of pipe must be confirmed with the Engineer before final quantities are ordered.	
PSL3.3	STEEL, CAST IRON AND METAL PIPES AND SPECIALS
PSL3.3.1	General
The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.	
All steel pipe pieces which are provided with screw-thread must be produced from stainless steel type 316.	
All steel pipes and steel accessories shall be "hot dip galvanised" as by the standard SANS 763 specifications prescribed.	
PSL3.8.3	Flanges and Accessories
Add the following:	
Flanges shall comply with SABS 1123 and have a minimum working pressure of 1 600 kPa, except where otherwise indicated. Holes shall be drilled to Table 16 SABS 1123.	
Any item of pipe work or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.	
All flanges shall be provided complete with bolts, nuts, washers and rubber O-rings or fibre insertions, as appropriate. Compressed asbestos fibre insertions shall be not less than 1, 5 mm thick and shall comply with BS 2815 Grade B.	

PSL3.8.4 Loose Flanges

Add the following:

"Bolts and nuts must be of electroplated steel type and must comply with the applicable requirements of SANS 135."

PSL4 PLANT

PSL 4.3 TESTING

PSL 4.3.1 Add the following:

The contractor must see to it that all test apparatus must be in a safe working condition. Calibration certificates of the pressure meters must be provided before any tests are accepted. The contractor must make his own arrangements to get water for testing. All water costs for testing purposes must be included in the rate for the installation of the pipes.

RICHTERSVELD MUNICIPALITY

BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.4 Management

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BID NO: BGPG/02/NC061/08/2023

PROJECT NO. 34064.01

ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

C3.4 Management

C3.4 MANAGEMENT

C3.4.1 CONSTRUCTION PROGRAMME

C3.4.1.1 Format

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

In addition to the requirements of Sub-Clause 15 (3) of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form
- ii) show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities

C3.4.1.2 Allowances

The Contractors programme shall take the following into consideration:

- i) expected weather conditions
- ii) special non-working days as stipulated in the Contract Data

C3.4.2 PROCEDURES DURING CONSTRUCTION

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

C3.4.2.1 A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.

C3.4.2.2 The Contractor to supply and keep on site and A4 triplicate site instruction book.

C3.4.2.3 The Contractor to supply an A4 duplicate diary on site. The Contractor to keep daily diary with at least the following information.

- Weather condition
- Record of any accidents and detail
- Record of construction activities of the day
- Information of any strikes
- Any other relevant information

C3.4.3 SITE FACILITIES AVAILABLE

C3.4.3.1 Source of Water Supply

The Contractor is to make his own arrangements for the supply of water. Water is available from the municipality's water network. The Municipality does not guarantee the sufficiency or continuity of the supply and no claims will be considered in this regard. The Contractor will be held responsible for any wastage of water due to negligence.

C3.4.3.2 Source of Power Supply

The Contractor is to make his own arrangement for the supply of power.

C3.4.3.3 Location of Camp and Depot

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour.

C3.4.3.4 Spoil Sites

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

C3.4.4 ABNORMAL RAINFALL

Refer to Contract Data – C1.2

C3.4.5 TIME RELATED ITEMS (Sub-Clause 8.2.2)

An approved extension of time (other than an extension of time granted in terms of Clause 12(8) of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

C3.4.6 PROJECT BOARD (Sub-Clause 3.2.1)

The Contractor must make provision for two (2) project boards as per the drawings bound in this document.

C3.4.7 PROTECTION FROM STORMS AND FLOODS

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

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site.

C3.4.8 EXISTING SERVICES

The Engineer will provide information regarding the location of the existing pipeline and connections, but the:

Engineer does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections before commencing construction to ensure that no damage is done to any existing pipes or fittings.

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

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

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

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

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

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

C3.4.9

ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow.

C3.4.10

SETTING OUT OF WORKS

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided.

C3.4.11

SANITARY CONDITIONS

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited.

C3.4.12

CONSTRUCTION IN CONFINED AREAS

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

C3.4.13

DENSITY TESTS / CONCRETE CUBES

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following item.

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

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

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

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. Cub/Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense.

The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

C3.4. 14

LABOUR INTENSIVE ACTIVITIES

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

The following activities must be executed with local labour:

- i. The normal handling, installation and testing of water pipes.
- ii. Placing and preparation of bedding and blanket materials in pipe trenches.
- iii. Compaction of bedding and blanket materials.
- iv. Building of all manholes and concrete structures.
- v. Final preparations for the installation of HDPE Lining at Evaporation Ponds.
- vi. Building of Storm water Structures
- vii. Final site clearance.

C3.4.15

QUALITY CONTROL BY THE ENGINEER

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and execute his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 7, 5% mark-up.

C3.4.16

HEALTH AND SAFETY PLAN

In compliance with the Construction Regulations the Contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the Employer.

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

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
 - Public vehicular and pedestrian traffic accommodation measures;
 - Control of the movement of construction vehicles;
 - The storage and use of materials;
 - The use of tools, vehicles and plant;
 - Temporary support structures;
 - Dealing with working at height;
 - Environmental conditions and safety requirements in working hazardous materials including asbestos cement products;
 - Security, access, control and the exclusion of unauthorised persons.
- The provision and use of temporary services;

- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and protective clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Part C4: Site information

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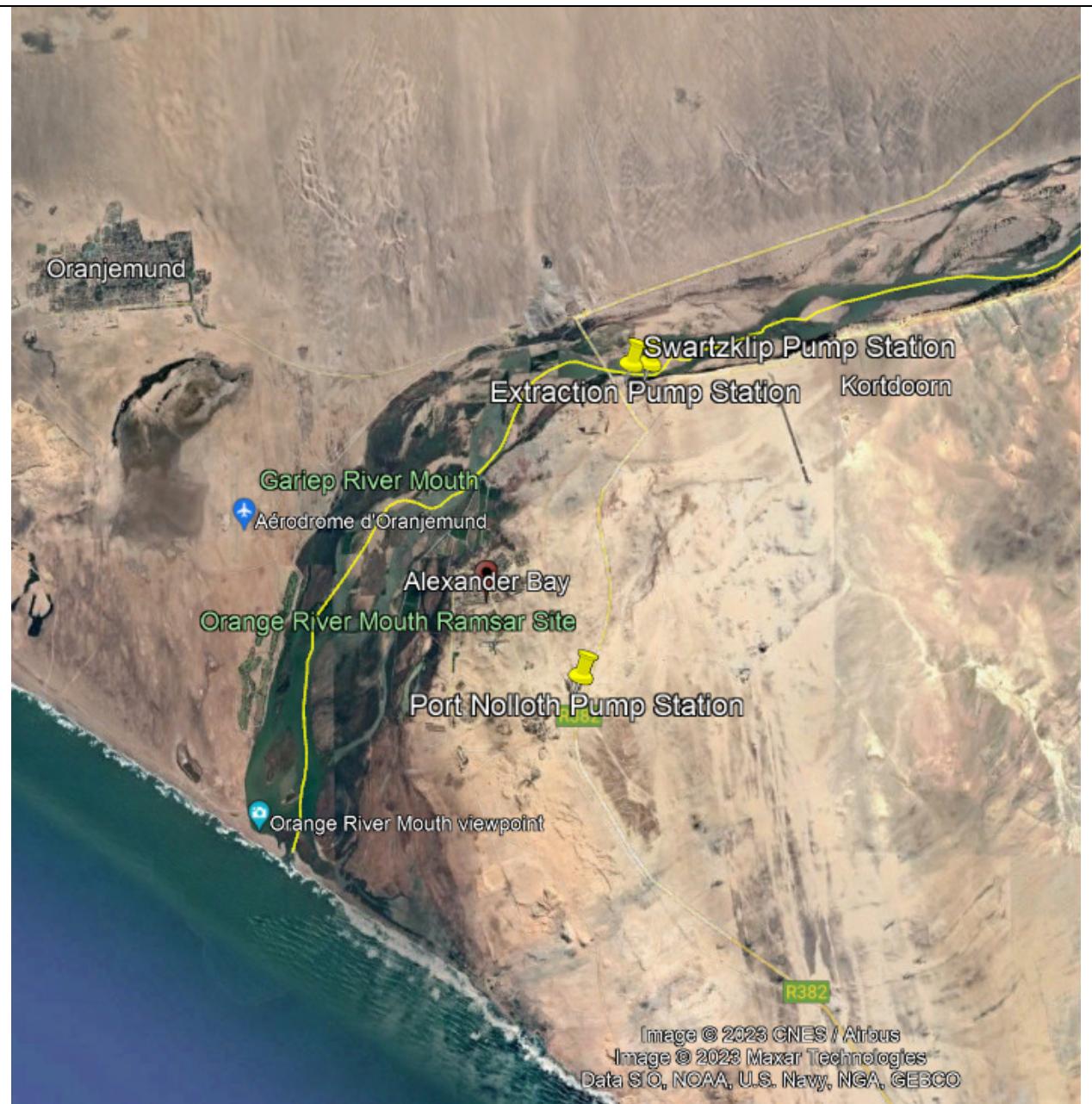
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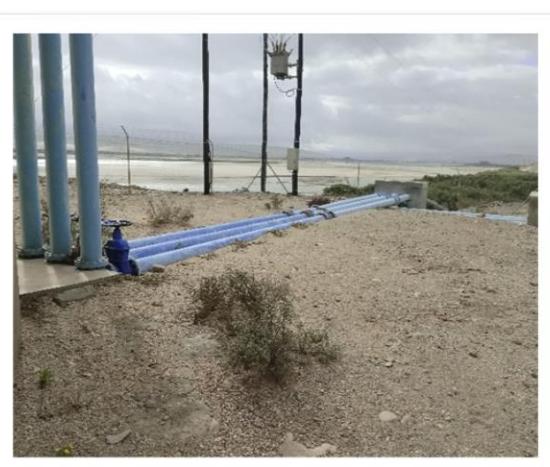
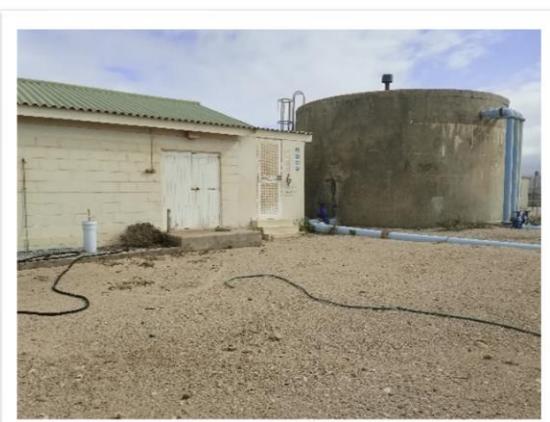
ALEXANDERBAY WATER SUPPLY: BACKUP GENERATOR POWER GENERATION FOR PORT NOLLOTH BULK WATER SUPPLY

LOCALITY PLAN

SITE LAYOUT : EXTRACTION PUMP STATION



SITE LAYOUT : SWARTZKLIK PUMP STATION



SITE LAYOUT : PORT NOLLOTH PUMP STATION



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