

**TENDER DOCUMENT
FOR
OLIFANTSPOORTS AND EBENEZER REFURBISHMENT PHASE 1A:
REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER
TREATMENT WORKS**

- A. *SPECON PIPELINE REPLACEMENT PHASE 3***
- B. *REFURBISHMENT OF OLIFANTSPOORT WATER TREATMENT WORKS***
- C. *REHABILITATION OF MEGORING AND THAKGALANG RIVER CROSSINGS***

**VOLUME 1 - BOOK 1: TENDERING PROCEDURES AND
CONTRACT**

CLOSING DATE: 24 MARCH 2023

TENDER NUMBER: GTAC 006-2022-23

CIDB GRADE 9 CE

SUPPLY CHAIN

Government Technical Advisory Centre
(GTAC)
240 Madiba Street (corner Thabo Sehume
Street)
National Treasury Building
Pretoria, 0002

Contact Person:

Ms Nolubabalo Tokwe
Tel: (012) 315 5549
E-mail: psp@gtac.gov.za

EMPLOYER

Lepelle Northern Water (LNW)
1 Landros Mare Street
Polokwane, 0700

Contact Person

Mr Gundo Motsoare
Tel: (015) 295 1800
E-mail: gundom@lepelle.co.za

Structure of Tender Document

Volume 1	<i>Book 1 of 2: Tender Procedures and Contract – This Document</i>
	Book 2 of 2: Scope of Work, Technical Specifications and Site Information
Volume 2	Drawings and Details (issued separately)

VOLUME 1: TABLE OF CONTENTS

DOCUMENT 1 of 2: TENDER PROCEDURES AND CONTRACT – THIS DOCUMENT

NUMBER	HEADING	PAGE
PORTION 1	TENDER	
Part T1	TENDERING PROCEDURES	
T1.1	Tender Notice and Invitation to Tender	T1.1-1
T1.2	Tender Data.....	T1.2-1
T1.3	Standard Conditions of Tender.....	T1.3-1
T1.4	Guidance Document for the Calculation of Local Content.....	T1.4-1
T1.5	Preferential Procurement Regulations.....	T1.5-1
Part T2	RETURNABLE DOCUMENTS AND SCHEDULES	
T2.1	SBD Forms	T2.1-1
T2.2	Returnable Schedules required for tender evaluation purposes	T2.2-1
T2.3	Other documents required for tender evaluation purposes	T2.3-1
T2.4	Other documents that will form part of the Contract	T2.4-1
T2.5	Checklist	T2.5-1
PORTION 2	CONTRACT	
Part C1	AGREEMENTS AND CONTRACT DATA	
C1.1	Form of Offer and Acceptance	C1.1-1
C1.2	Contract Data	C1.2-1
Part C2	PRICING DATA	
C2.1	Pricing Instructions	C2.1-1
C2.2	Bill of Quantities.....	C2.2-1
C2.3	Summary of Bill of Quantities	C2.2-1
C2.4	Banking Details.....	C2.4-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Volume 1 (Continued)

DOCUMENT 2 of 2: SCOPE OF WORK, TECHNICAL SPECIFICATIONS AND SITE INFORMATION

NUMBER	HEADING	PAGE
PORTION 2	CONTRACT	
Part C3	SCOPE OF WORK	
C3.1	Description of the Works	C3.1-1
C3.2	Engineering	C3.2-1
C3.3	Procurement	C3.3-1
C3.4	Construction	C3.4-1
C3.5	Management.....	C3.5-1
C3.6	Specifications	C3.6-1
Part C4	SITE INFORMATION	
C4.1	Geotechnical	C4.1-1
C4.2	Atmospheric/Climatic	C4.2-1
C4.3	Environmental	C4.3-1
C4.4	Induction	C4.4-1
Part C5	ANNEXURES	
C5.1	Geotechnical Report	
C5.2	Occupational Health and Safety Baseline Risk Assessment	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NORTHERN WATER

BID No GTAC 006-2022-23

OLIFANTSPORTS AND EBENEZER REFURBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS:

TENDER SUMMARY PAGE

NAME OF TENDERER: _____

TENDER AMOUNT EXCLUSIVE OF VAT: _____

TENDER AMOUNT INCLUSIVE OF VAT: _____

TIME FOR COMPLETION OFFERED: _____

Note: This page is used for tender opening purposes only. Where there is a discrepancy between this page and the Form of Offer and Acceptance, then the latter will be taken as the valid offer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NORTHERN WATER

BID No GTAC 006-2022-23

OLIFANTSPORTS AND EBENEZER REFURBISHMENT PHASE 1 A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS:

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

INDEX

Section	Description	Page No
PART T1.1	TENDER NOTICE AND INVITATION TO TENDER (English Version)	T1.1-1
PART T1.2	TENDER DATA.....	T1.2-1
PART T1.3	STANDARD CONDITIONS OF TENDER.....	T1.3-1
PART T1.4	GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ...	T1.4-1
PART T1.5	PREFERENTIAL PROCUREMENT REGULATIONS.....	T1.5-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Government Technical Advisory Centre (GTAC) and Lepelle Northern Water (LNW) hereby invites tenders for the project to Olifantspoort and Ebenezer Water Supply Schemes Upgrade - BID No.: GTAC 006-2022-23 for the Specon Pipeline Replacement Phase 3, Refurbishment of Olifantspoort Water Treatment Works and Rehabilitation of Megoring and Thakgalang River Crossings.

Bid documents will be available as from 24th February 2023 from the e-tender portal, free of charge.

A Compulsory briefing session will be held on 08th March 2023 at 11h00 a.m. at the NEW PETER MOKABA STADIUM; Corner Webster Street and Magasyn Street, Polokwane 0700 (GPS Location: -23.92477, 29.46880), before the prospective bidders will be taken to the site. Bidders attending the briefing should have an ID, full safety attire and vehicles suitable for access to site. Bidder to note that LNW schemes are National Key Point. The site briefing session shall last more than 5 hours.

PLEASE NOTE: Only technical competent persons should represent the tenderers during the compulsory site briefing and inspection.

The closing time for receipt of tenders is 11:00 a.m. on 24th March 2023 at GTAC Tender Box, Ground Floor, Reception Area, National Treasury Building, 240 Madiba Street (corner Thabo Sehume Street), Pretoria 0002. (GPS Location -25.74440, 28.190076) Sealed bids, clearly marked Tender No.: GTAC 006-2022-23 for

BID:

OLIFANTSPOORT AND EBENEZER WATER SUPPLY SCHEMES REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS

Tenders may only be submitted on the issued tender documentation. Responsive tenders will be evaluated on the basis of mandatory requirements, functionality (technical and quality) and price & preferential points Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Bidders must ensure that the submissions are received at the address specified above not later than the closing time stated. Proof of posting shall not be accepted as proof of delivery. GTAC will not accept submissions submitted by telegraph, facsimile or e-mail.

Bids will be opened on the closing date at 11:00 a.m. in public.

The procurement related enquiries may be directed to Ms. Nolubabalo Tokwe at 012 315 5549 (e-mail psp@gtac.gov.za) and technical related enquiries may be directed to Mr. Gundo Motsoare at 015 295 1800 (e-mail gundom@lepelle.co.za) from 08h00 to 16h00.

The lowest or any bid will not necessarily be accepted, and GTAC reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-150 days after the closing date must consider their proposal unsuccessful.

The tenderers should have a CIDB contractor grading designation of **9CE**.

Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement regulation, 2022 (Preferential Point System 2023)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NB - Evaluation of received bids will be conducted as follows:

- ✓ Mandatory Requirements (Pre-Qualification)
- ✓ Functionality (only bidders meeting the minimum cut-off points (70%) will be evaluated further)
- ✓ Administrative compliance (including local content compliance)
- ✓ Price and Preferential Point System

T1.1.1 MANDATORY REQUIREMENTS (PRE-QUALIFICATION)

Only bidders who have adhered to or submitted the following documents will be considered for further evaluation, namely:

- a. Compulsory site briefing attendance [technical competent person is highly recommended to attend the briefing session] (fill attendance register, one (1) JV member to attend and fill the register).
- b. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid.
- c. Proof of registration on the Central Suppliers Database (CSD). CSD report shall be utilized to verify the Preferential Point System 2023 - 90/10.
- d. All bid documents must be completed in BLACK ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with, all cancellation must be fully signed).
- e. The BOQ must be completed in FULL to render the bid responsive. If any section of the BOQ is left incomplete or omitted in printing and submission; the bid document will be disqualified. Non-numerical (Nil or dash (-) or included or incomplete space) completion of BOQ items will be considered non-responsive.
- f. Fully completed schedules of pipes, fittings and valves offered, which must comply with the required specifications.
- g. Provision of proof of active CIDB Grading, of **9CE**. In case of a Joint Venture bid, the combined grading should be **9CE**; otherwise, the bid will be disqualified. Any **8EC PE** will not be considered for further evaluations.

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

T1.1.2 ADMINISTRATIVE COMPLIANCE

The following administrative requirements must be met before a preferred bidder is appointed:

- a. Municipal current rates account not more than three months old should be submitted (Proof of address for operational office. Lease agreement with lease account statement or a dated stamped letter from tribal authority or shareholders address acceptable as proof of office address (confirmation letter endorsed by commission of Oath)
- b. Letter of Good standing, COIDA
- c. Company registration documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d. Certified valid ID copies of the company shareholders less than 3 months.
- e. The JV partners must submit both mandatory and administrative documents for each Company.
- f. Preferred JV bidder will be required to submit a JV bank account and VAT number
- g. Completed SBD (all) forms stipulated in the tender document.
- h. Minimum threshold percentage stipulated for local production and content (relevant annexure forms and SBD 6.2 available in the tender document must all be completed).
- i. Certified original valid Tax Clearance Certificate / SARS pin or CSD Full report for verification purposes.
- j. Proof of availability or ready access to working capital of at least R 40 Million. The availability or ready access to this working capital shall remain available for the duration of the project until completion.
- k. Bidders must submit two hard copies (one original and one copy) and a soft copy (in a form USB) of the tender/bid document submission.

N.B: Please note that the above required documents will be deemed as mandatory to the preferred bidder. Required documents will be requested for submission within seven (7) working days and failure to submit will be deemed as non-responsive.

The following rights of LNW shall be enforced:

- a) LNW reserves the right to verify any information provided by the bidder. Falsified references/experience will lead to disqualification and blacklisting in terms of the SCM process in conjunction with any other legal processes.
- b) The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further and consideration.
- c) The JV partners must submit both mandatory and administrative documents for each Company.
- d) The JV agreement for JV partners to be submitted indicating percentage split up to 100%for partners to render agreement valid (Points will be allocated as per pro rata [*proportional*] JV percentage split).This is only applicable on company experience under functionality.
- e) The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.
- f) LNW is not compelled to accept the lowest or any bid.
- g) LNW reserves the right to reduce the scope of works by more than 50%.
- h) LNW reserves the rights to negotiate pricing with the recommended bidder.
- i) LNW reserves the right to increase or reduce the scope of the project.
- j) Preferred JV bidder will be required to submit a JV bank account and VAT number.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1.3 DTI REQUIREMENTS

Local content will be assessed in terms of the revised PPPFA and measured in terms of the SATS 1286:2011, "Technical specification on the measurement and verification of local content". The designated products as specified in SBD6.2: Declaration certificate for local production and content for designated sectors, Declaration C: Local Content Declaration must meet the minimum local thresholds as specified to qualify for further adjudication.

The following Industry/sectors/sub-sectors have been designated for Minimum threshold for local:

- | | |
|---|---------|
| a) Valves products: | 70% |
| b) Flow Meters: | 30% |
| c) Conveyance Pipes: | 80-100% |
| d) Street Light Steel Poles / Steel Substation Structures | 100% |
| e) Electrical and telecom cables | 90% |
| f) Housing | 25% |
| g) Switching Devices | 5% |
| h) Steel Value-added Products | 100% |

T1.1.4 FUNCTIONALITY

Under functionality, Bidders must achieve a minimum of 70% of functionality in order to be considered for further evaluation.

NB: Only the combined Price & Preferential Point System will determine the highest point scoring bidder to be awarded the Bid as detailed in Section C.3.12.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled “Annex C” of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 with its originally published page numbers “21” to “31” is bound into Part T1.3.

These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework Act, 2000: Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 dated 04 November 2022.

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 preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
C.1.1.1	The employer is Lepelle Northern Water (LNW)
C.1.1.3	<i>Replace the contents of the clause with the following:</i> “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, in accordance with the provisions of C.1.5.”
C.1.2	<p>The tender documents issued by the employer comprise of Volume 1 split in two separate Documents consisting of the following:</p> <p>DOCUMENT 1 of 2 – Part T1 to Part C2 (This Document)</p> <p>PORTION 1: TENDER</p> <p>Part T1: Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender</p> <p>Part T1.2 Tender Data</p> <p>Part T1.3 Standard Conditions of Tender</p> <p>Part T1.4 Annexure A: Preferential Procurement Regulations</p> <p>Part T2: Returnable Documents and Schedules</p> <p>Part T2.1 SBD Forms</p> <p>Part T2.2 Returnable schedules required for tender evaluation purposes</p> <p>Part T2.3 Other documents required for tender evaluation purposes</p> <p>Part T2.4 Other documents required for tender evaluation purposes</p> <p>Part T2.5 Checklist</p> <p>PORTION 2: CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>Part C1.1 Form of Offer and Acceptance</p> <p>Part C1.2 Contract Data</p> <p>Part C2: Pricing Data</p> <p>Part C2.1 Pricing Instructions</p> <p>Part C2.2 Bill of Quantities</p> <p>Part C2.3 Summary of Bill of Quantities</p> <p>Part C2.4 Banking Details</p> <p>DOCUMENT 2 of 2: Part C3 to Part C5:</p> <p>PORTION 2: CONTRACT</p> <p>Part C3: Scope of Work</p> <p>Part C3.1 Description of the Works</p> <p>Part C3.2 Engineering</p> <p>Part C3.3 Procurement</p> <p>Part C3.4 Construction</p> <p>Part C3.5 Specifications</p> <p>Part C4: Site Information</p> <p>Part C4.1 Geotechnical</p> <p>Part C4.2 Atmospheric/Climatic</p> <p>Part C4.3 Environmental</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Part C4.4 Induction Part C5: Annexures</p> <p>VOLUME 2: BOOK OF DRAWINGS AND DETAILS</p> <p>These shall be read together with any Addenda issued in accordance with Clause C3.2 of these Instructions to Tenderers.</p> <p>Upon receipt of the Tender Documents and prior to the submission of any Tender, the Tenderer shall check the documents issued and the number of pages contained in each document and if any are found to be missing or duplicated or any figure or wording is indistinct the Tenderer shall apply to the Employer at once to have the same rectified. No liability will be entertained by the Employer or the Employer's Agent in respect of errors in any Tender arising out of any matter referred to in this paragraph.</p>
C.1.3.4	<p><i>Add the following new clause:</i></p> <p>"The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English"</p>
C.1.4	<p>The Employer's Agent is:</p> <p>Name: Sigodi Marah Martin Management Support (Pty) Ltd Address: 16 Blue Jay Street, Rooihuiskraal, Centurion, 0157 Postal address: 16 Blue Jay Street, Rooihuiskraal, Centurion, 0157 Tel: 27 12 945 9009 email: info@sigodimarah.co.za or alternatively fchinyowa@sigodimarah.co.za</p>
C.1.6.1	<p><i>Replace the contents of the clause with the following:</i></p> <p>The employer reserves the right, within unambiguous and justifiable reasoning, and subject to C.3.13, to not necessarily conclude a contract with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. The employer reserves the right to accept, where applicable, a part or portion of any bid, or where possible, accepts bids or proposals from multiple bidders.</p>
C.1.6.2	<p>The competitive negotiation procedure shall be applied.</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none"> 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. <p>Minutes of any such negotiations shall be kept for record purposes.</p>
C.1.6.3	<p>The two stage-system shall not be applied.</p>
C.2.1	<p><i>Add the following to the clause:</i></p> <p>Tenderers are to note the following eligibility criteria:</p> <p>1. CIDB Registration and Grading</p> <ul style="list-style-type: none"> a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Development Regulations, for a 9CE class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <ul style="list-style-type: none"> i) the Employer is satisfied that such a Contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and ii) the Employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>c) Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> (i) every member of the joint venture is registered with the CIDB; (ii) the lead partner has a contractor grading designation in the 9CE class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status; or (iii) 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 9CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. <p>d) Accept that all returnable documents and schedules which are required to be certified are done so by a registered Commissioner of Oaths of the Republic of South Africa.</p> <p>e) The bidder's primary business is to provide supplies or services as per the bid invitation</p> <p>2. The Tenderer has not:</p> <ul style="list-style-type: none"> a) Abused the Construction Industry Development Board System; or b) Failed to perform on any previous contracts and has been given a written notice to this effect. c) 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. d) Only authorised signatories may sign the original and all copies of the tender offer where required in terms of Clause C.2.13.4 of these conditions of tender. e) The tenderer shall have the necessary professional indemnity insurance cover by a reputable insurer in an amount specified in the contract data. f) Certified original valid tax clearance certificate: g) Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit an original tax clearance certificate issued by SARS. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate and attach it to the schedule. h) The tenderer shall complete the Compulsory Enterprise Questionnaire and confirm that there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>3. Standard Bidding Documents (SBD) The following standard SBDs shall be completed (if applicable) legibly and in full in terms of the requirements of the Department of National Treasury of the Republic of South Africa:</p> <ul style="list-style-type: none"> a) SBD1: Invitation to bid and company information b) SBD2: Tax Clearance Certificate c) SBD4: Declaration of interest d) SBD5: The National Industrial Participation (NIP) Programme The National Industrial Participation (NIP) Programme e) SBD 6.1: Preference points claim form f) SBD 6.2: Declaration certificate for local production and content for designated sectors g) Declaration C: Local Content Declaration <p>4. The tenderer shall submit the following:</p> <ul style="list-style-type: none"> a) Certified copy of certificate of Incorporation if tenderer is a company b) Certified copy of founding statement if tenderer is a closed corporation c) Certified copy of Partnership agreement if tenderer is a partnership d) Certified copy of Identity document if tenderer is a one-man concern e) Certified copy of joint venture agreement if tenderer is a joint venture. <p>4.1 Certified Copy of VAT Registration Certificate (if VAT No not stated on original tax clearance): The tenderer shall submit a Certified copy of his VAT registration Certificate if his VAT number is not stated on the original tax clearance and attach it to the schedule.</p> <p>4.2 Certified copy of latest Unemployment Insurance Fund (UIF) return (if not stated on original tax clearance): The tenderer shall submit a certified copy of his latest UIF return if his UIF contributions are not stated on the original tax clearance and attach it to the schedule.</p> <p>4.3 Original (or certified copy) rates clearance certificate: The tenderer shall submit original (or certified copy) rates clearance certificates or a certified copy of the lease agreement and attach it to the schedule.</p> <p>4.4 The Tenderer shall attach certified proof of expenditure on skills development as per the Skills Development Levies Act, 1999.</p> <p>4.5 The tenderer shall attach certified proof of registration and in Good Standing with the Compensation Commissioner or with a licensed compensation insurer.</p> <p>4.6 The Tenderer shall attach a certified copy of confirmation from the Department of Labour that their Employment Equity Policy has been submitted in terms of Employment Equity Act, 55 of 1998.</p> <p>4.7 The tenderer shall provide financial statements prepared in accordance with Generally Accepted Accounting Practice (GAAP) or the International Financial Reporting Standard (IFRS) for the preceding financial year within 6 months of the financial year end, and in terms of Clause C.2.18.1 of these conditions.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Tenderers should have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.
C.2.2	<i>Add the following to the clause:</i> Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
C.2.5	<i>Add the following to the clause:</i> Reference documents include, but are not limited to, the following: <ul style="list-style-type: none"> • "South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction", (SANS 1200) • "General Conditions of Contract for Construction Works, Third Edition, 2015, displaying (Print 3 or later)" on the frontispiece • "Standard Specifications for Road and Bridge Works for State Road Authorities", Committee of Land Transport Officials (COLTO), 1998 Edition. • "Preferential Procurement Regulations, 2022" published in Government Gazette No 47452 dated 04 November 2022 • "Construction Regulations, 2014" • "Occupational Health and Safety Act", 1993 (Act No. 85 of 1993) • SATS 1286:2011, "Technical specification on the measurement and verification of local content"
C.2.6	<i>Add the following to the clause:</i> Extension of time will only be allowed at the discretion of the Employer.
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document). Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C.2.8	<i>Replace the contents of the clause with the following:</i> Request clarification of the tender documents, if necessary, by notifying the employer at least seven (7) working days before the closing time stated in Clause C 2.15.
C.2.10.5	<i>Add the following new clause:</i> A digital copy of the Bill of Quantities in MS-Excel format may be obtained from the Employer's Agent at the office of the Employer's Agent upon sufficient notice.
C.2.11	<i>Add the following to the clause:</i> To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. Corrections in terms of price may not be made by means of a correction fluid such as Tippex or a similar product.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. The bid will be rejected if corrections are not made in accordance with the above.</p>
C.2.12.1	<p><i>Add the following to the clause:</i> All alternative tender offers shall be referred to in the applicable form in the returnable schedules section of the tender – Alterations to Tender.</p>
C.2.12.2	<p><i>Add the following to the clause:</i></p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.1.2 of GCC 2015 of the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Employer's Agent to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified pricing data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
C.2.13.1	<p><i>Add the following to the clause:</i> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
C.2.13.2	<p><i>Replace the contents of the clause with the following:</i> Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, electronically (if they were issued in electronic format) and by writing legibly in black ink. All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.</p>
C.2.13.4	<p><i>Add the following to the clause:</i> Only authorised signatories may sign the original and all copies of the tender offer where required in terms of the tender data In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In case of a COMPANY submitting a tender, include a certified copy of the Certificate of Incorporation of such company shall, together with a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>In the case of a CLOSED CORPORATION submitting a tender, include a certified copy of the Founding Statement of such corporation, together with a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE submitting a tender, include <u>a resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p>
C.2.13.5	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package with the name and address of the tender entered on the back of the envelope are:</p> <p>Location of Tender Box: GTAC Tender Box</p> <p>Physical address: Ground Floor Reception Area National Treasury Building 240 Madiba Street (corner Thabo Sehume street) Pretoria, 0002</p> <p>Identification details: BID NO.: GTAC 006-2022-23</p> <p>Bid Title: OLIFANTSPORT AND EBENEZER REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS</p>
C.2.13.6	A two-envelope procedure will not be followed.
C2.13.10	<p><i>Add the following new clause:</i></p> <p>Accept that all conditions, which are printed or written upon any stationary used by the tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
C.2.13.11	<p><i>Add the following new clause:</i></p> <p>Accept that the <u>Employer shall in the evaluation of tender offers take due account of the tenderer's past performance in the execution of similar engineering works of comparable magnitude</u>, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5(1)(h) of the Construction Regulations, 2014, and subject to Clause 3.13, to only appoint a contractor whom he is satisfied has the <u>necessary competencies and resources</u> to carry out the work safely.</p> <p>Accept that the tenderer shall prepare an approach paper to be evaluated in terms of the tenderers ability to relate to the proposed scope of work/project design as described in Section T2.3, form T2.3.1.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
C.2.14	<p><i>Add the following to the clause:</i></p> <p>The tenderer is required to enter information in the following sections of the document:</p> <p>Section T2 : Returnable Documents and Schedules Section C1.1 : Form of Offer Section C1.2 : Contract Data Section C2.2 : Bill of Quantities Section C2.3 : Summary of Bill of Quantities Section C2.4 : Banking Details</p> <p>The above sections shall be signed by the tenderer (and witnesses where required). Individual pages should only be initialled by the successful tenderer and by the witnesses after acceptance by the employer of the tender offer.</p> <p>The tenderer shall complete and sign the Form of Offer prior to the submission of a tender offer.</p> <p>Accept that failure on the part of the tenderer to submit any one of the Returnable Documents listed in clause C.3.8 may result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful tenderer after acceptance by the employer of the tender offer.</p>
C.2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Closing date and time: 24 March 2023 at 11h00 Identification details: BID NO.: GTAC 006-2022-23 Location: GTAC Tender Box Ground Floor Reception Area National Treasury Building 240 Madiba Street (corner Thabo Sehume street) Pretoria, 0002</p>
C.2.16.1	<p>The tender offer validity period is 150 days from closing date.</p> <p><i>Add the following to the clause:</i></p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
C.2.16.5	<p><i>Add the following new clause:</i></p> <p>Accept that should the tenderer unilaterally withdraw his tender during the tender validity period as specified in the tender data, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of Clause C.3.9 of the Standard Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
C.2.17	<p><i>Replace the contents of the clause with the following:</i></p> <p>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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>correction of arithmetical errors or re-balancing of imbalanced rates, 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.</p> <p>Accept that the Employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of C.2.17 or C.2.18.1,</p> <p>in which case such tenderer shall be automatically barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p> <p>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer decide.</p>
C.2.18.1	<p><i>Add the following to the clause:</i></p> <p>Accept that if requested, the Tenderer shall within 7 working days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
C.2.19	<p>Access shall be provided for the following inspections, tests and analysis: Inspection during the compulsory Tender clarification meeting</p>
C.2.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in the returnable schedules section of this procurement document.</p>
C.2.22	<p>Return all retained tender documents (including drawings) prior to the closing time for the submission of tender offers.</p>
C.2.23	<p>Refer eligibility criteria as noted in Clause C.2.1, information and data to be completed in all respects as per Clause C.2.14, and the test for responsiveness as specified in Clause C3.8.1</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
C.3.1.1	<p><i>Replace the contents of the clause with the following:</i></p> <p>Respond to a request for clarification received up to seven (7) working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within five (5) working days of the same date.</p> <p>Except as above, neither the Employer nor his employees nor any agents of the Employer have any authority to explain to Tenderers the meaning of the Tender Documents or any other matter such as to bind the Employer or to bind or fetter the judgment or discretion of the Employer's Agents in the exercise of their powers and duties in terms of the Contract.</p>
C.3.4	<p>The time and location for opening of the tender offers are:</p> <p>DATE AND TIME: 24 March 2023 at 11h00 a.m.</p> <p>LOCATION: Ground Floor Reception Area</p> <p>PHYSICAL ADDRESS: National Treasury Building 240 Madiba Street (corner Thabo Sehume street) Pretoria, 0002</p> <p>IDENTIFICATION DETAILS: BID NO.: GTAC 006-2022-23</p> <p>BID TITLE: OLIFANTSPORT AND EBENEZER REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS</p>
C.3.5	A two-envelope procedure will not be followed.
C.3.8.1	<p><i>Add the following to the clause:</i></p> <p>A responsive tender will be evaluated in terms of the following:</p> <ul style="list-style-type: none"> • the eligibility requirements of Clause C.2.1, • acknowledge addenda as per Clause C.2.6, • attendance at the clarification meeting as per Clause C.2.7, • all required documents signed by the authorised signatories as per Clause C.2.13.4, • approach paper to be evaluated in terms of the tenderers ability to relate to the proposed scope of work/project design as per Clause C2.13.11 • <i>information and data to be completed in all respects as per the requirements of Clause C.2.14, of these conditions of tender, summarised below:</i> <p>T2.1 SBD Forms</p> <p>T2.2 Returnable Schedules required for tender evaluation purposes:</p> <p>T2.2.1 Compulsory Enterprise Questionnaire</p> <p>T2.2.2 Commissioner of Oaths</p> <p>T2.2.3 Certificate of Attendance at Clarification Meeting</p> <p>T2.2.4 Record of Addenda to Tender Documents</p> <p>T2.2.5 Certified Registration Certificate/Agreement/Powers of Attorney / ID</p> <p>T2.2.6 Certified Proposed Joint Venture</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<p>T2.2.7 Certificate of Authority of Signature</p> <p>T2.2.8 Certified Original Tax Clearance Certificate</p> <p>T2.2.9 Certified copy of VAT Registration Certificate</p> <p>T2.2.10 Certified copy of latest UIF Return</p> <p>T2.2.11 Original (or certified copy) of Municipal Rates and Taxes Clearance certificate or certified copy of valid Lease Agreement.</p> <p>T2.2.12 Certified Proof of confirmation of Employment Equity Policy from the Department of Labour</p> <p>T2.2.13 Certified Proof of expenditure for Skills Development</p> <p>T2.2.14 Certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer</p> <p>T2.2.15 Certified copy of CIDB Registration Certificate</p> <p>T2.2.16 Preferential Procurement Regulations, 2022 published in Government Gazette, No 47452, dated 04 November 2022)</p> <p>T2.2.17 Pro-forma Certificate of Insurance Cover</p> <p>T2.2.18 Size of Enterprise</p> <p>T2.2.19 Current Workload</p> <p>T2.2.20 Form Concerning fulfilment of the Construction Regulation, 2014</p> <p>T2.2.21 Tax Compliance Status Form</p> <p>T2.2.22 Determination of Targeted Procurement</p> <p>T2.2.23 Contract Participation for Targeted Enterprises (EME and QSE)</p> <p>Section C1.1: Form of Offer</p> <p>Section C1.2: Contract Data</p> <p>Section C2.2: Bill of Quantities</p> <p>Section C2.3: Summary of Bill of Quantities</p> <p>Section C2.4: Banking Details</p>
C.3.9.2	<p><i>Replace the contents of the clause with the following:</i></p> <p>Check all responsive tenders prior to the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 20px;">i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p style="padding-left: 20px;">ii. the summation of the prices.</p>
C.3.9.3	<p><i>Add the following new clause:</i></p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described in C.3.9.2.</p>
C.3.9.4	<p><i>Replace the contents of the clause with the following:</i></p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																
	<p>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 unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted and the unit rate shall be corrected.</p> <p>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 be corrected.</p> <p>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</p> <p>Where there is an omission of a rate or a line item, no correction is possible, and the offer may be declared non-responsive.</p>																
C.3.11.1	<p>Evaluation of tender offers will then be done in accordance with the following:</p> <p>Functionality, Price and preference point system.</p> <p>The procedure for the evaluation of responsive tenders is:</p> <ol style="list-style-type: none"> 1. Local content and functionality; and then 2. Price and preference. <p>Local content will be assessed in terms of the revised Preferential Procurement Policy Framework Act. The designated products as specified in SBD6.2: Declaration certificate for local production and content for designated sectors, Declaration C: Local Content Declaration must meet the minimum local thresholds as specified to qualify for further adjudication. Tenderers may submit, if applicable, their written authorisation from the Department of Trade and Industry of any exemptions as applicable.</p> <p>This Project is designated for local production with minimum local content thresholds. The following Industry/sectors/sub-sectors have been designated for Minimum threshold for local:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>• Valves products and actuators</td> <td style="text-align: right;">70%</td> </tr> <tr> <td>• Flow Meters</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>• Conveyance Pipe</td> <td style="text-align: right;">80-100%</td> </tr> <tr> <td>• Street Light Steel Poles / Steel Substation Structures</td> <td style="text-align: right;">100%</td> </tr> <tr> <td>• Electrical and telecom cables</td> <td style="text-align: right;">90%</td> </tr> <tr> <td>• Housing</td> <td style="text-align: right;">25%</td> </tr> <tr> <td>• Switching Devices</td> <td style="text-align: right;">5%</td> </tr> <tr> <td>• Steel Value-added Products</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> <p>The requirement of this tender is that the Contractor must:</p>	• Valves products and actuators	70%	• Flow Meters	30%	• Conveyance Pipe	80-100%	• Street Light Steel Poles / Steel Substation Structures	100%	• Electrical and telecom cables	90%	• Housing	25%	• Switching Devices	5%	• Steel Value-added Products	100%
• Valves products and actuators	70%																
• Flow Meters	30%																
• Conveyance Pipe	80-100%																
• Street Light Steel Poles / Steel Substation Structures	100%																
• Electrical and telecom cables	90%																
• Housing	25%																
• Switching Devices	5%																
• Steel Value-added Products	100%																

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	<ol style="list-style-type: none"> 1. first meet the minimum mandatory requirements as specified above; and then 2. score at least 70 percent for functionality to qualify for further evaluation. <p>Functionality shall be scored by the appointed Bid Evaluation Committee in accordance with the following schedules and scoring systems:</p> <p>T2.3 Other Documents required for tender evaluation purposes:</p> <p>T2.3.1 Experience of Key Staff and Curriculum Vitae Key Personnel T2.3.2 Schedule of Previous Work Carried out by Tenderer T2.3.3 Form of Intent to Provide a Performance Guarantee T2.3.4 Tenderer’s Bank Rating Letter T2.3.5 Approach and Methodology Paper T2.3.6 Tenderer’s Construction Equipment</p> <p>Scores will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FUNCTIONALITY EVALUATION CRITERIA

- Under functionality, Bidders must achieve a minimum of 70% of functionality in order to be considered for further evaluation.

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
1	Key Personnel: Technical Qualifications and Experience (Company Organogram to be attached) Form T2.3.1	Contracts Manager with minimum B-Tech/BSc Degree or higher in Civil or Mechanical Engineering, Pr CM with SACPCMP, LIC NQF 7 and experience in construction management (Contracts Manager) level of steel pipeline (over 600mm diameter) and valves construction project. Points will be allocated as follows:	Over 10 years as Contracts Manager	5	
			6 - 10 years as Contracts Manager	3	
			2 - 6 years as Contracts Manager	1	
			Less than 2 years as Contracts Manager or Non-Compliant.	0	
		Site Manager with minimum Diploma or higher in Civil or Mechanical Engineering, LIC NQF 5 and experience in construction site management (site agent/manager) level of steel pipelines (over 600mm diameter) and valves construction projects. Points will be allocated as follows:	Over 10 years as Site Manager	5	
			6 - 10 years as Site Manager	3	
			2 - 6 years as Site Manager	1	
			Less than 2 years as Site Manager or Non-Compliant.	0	
		General Foreman with a minimum N6 (NQF Level 5) or higher recognised welding qualifications, must be a coded welder and have experience in construction as a foreman (Site Foreman: Welding of at least 1km long steel pipelines at least 600mm diameter). Points will be allocated as follows:	Over 10 years as General Foreman	5	
			6 - 10 years as General Foreman	3	
			2 - 6 years as General Foreman	1	
			Less than 2 years as General Foreman or Non-Compliant	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
		OHS Officer/Manager with a minimum N6 (NQF Level 5) or higher in Safety Management or any relevant qualification, registration as construction Health And Safety Manager with SACPCMP and experience in construction as Health and Safety Officer/Manager construction project Points will be allocated as follows:	Over 10 years as OHS Officer/Manager	5	
			6 - 10 years as OHS Officer/Manager	3	
			2 - 6 years as OHS Officer/Manager	1	
			Less than 2 years as OHS Officer/Manager or Non-Compliant	0	
Sub-Total 1: (20 Pts Maximum)					
2	Tenderer's Experience Form T2.3.2	Successfully completed traceable projects in South Africa in the last ten (10) years, for construction of steel pipeline (over 600mm diameter) and valves construction project of R60 million and above . Tenderers to provide appointment letter, completion certificate and reference letter on Client's letter head. No points will be allocated for projects with no completion certificates. Reference letter to be in a format provided. Reference Letter to be completed and signed by a competent person i.e. Employer's Agent registered with recognized professional body such as ECSA.	Five (5) projects and above completed	40	
			Four (4) projects completed	32	
			Three (3) projects completed	24	
			Two (2) projects completed	16	
			One (1) project completed	8	
			No project	0	
Sub-Total 2: (40 Pts Maximum)					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
3	Financial Position Form T2.3.3 and Form T2.3.4	Contractor's ability to raise 10% Fixed Performance Guarantee – Bank registered in terms of the Banks Act (Act No.94 of 1990*	Certified Letter of Intent from a Bank registered in terms of the Banks Act (Act No. 94 of 1990)	10	
			No Letter provided or letter issued by other financial institutions than the bank registered in terms of Banks Act (Act No. 94 of 1990)	0	
		Bank Rating: This is to establish the Tenderer's financial capability to meet all contractual obligations and to successfully execute the works within the specified timeframes.	Code A	10	
			Code B	8	
			Code C	6	
			Code D	4	
Code E to H	0				
Sub-Total 3: (20 Pts Maximum)					
4	Approach and Methodology Form T2.3.5	The tenderer's detailed proposed methodology to execute the scope of work/project, including but not limited to their proposed Construction Method Statements, Proposed Project Schedule, Health and Safety Plan and Quality Management Systems (QA/QC)			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
4.1	Construction Method	Specific functionality requirements: a) Procedures for procurement and handling of materials b) Procedures for setting out of works c) Procedures for executing of works d) Schedule of resources required (tools, equipment, and labour)	Four requirements for specific functionality met	4	
			Three requirements for specific functionality met	3	
			Two requirements for specific functionality met	2	
			One requirement for specific functionality met	1	
			None or Not addressed	0	
4.2	Construction Programme	Specific functionality requirements: a) Activity are linked to show the programme constraints and are logically sequenced. b) Key milestones dates show the completion dates of each work package c) Continuous critical path present d) The programme should include a detailed cashflow forecast in line with the phasing of the project	Four requirements for specific functionality met	4	
			Three requirements for specific functionality met	3	
			Two requirements for specific functionality met	2	
			One requirement for specific functionality met	1	
			None or Not addressed	0	
4.3	Quality Control	Specific functionality requirements:	Four requirements for specific functionality met	4	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE
		a) Comprehensive quality control plan provided b) Acceptance test procedures provided c) Documentation control and management procedures d) Commissioning procedures provided	Three requirements for specific functionality met Two requirements for specific functionality met One requirement for specific functionality met None or Not addressed	3 2 1 0	
4.4	Project OHS Management Plan	Specific functionality requirements: a) Comprehensive project safety management plan b) Project safe working procedures c) Project risk assessment and mitigation strategies d) Schedule of proposed legal and statutory appointments	Four requirements for specific functionality met Three requirements for specific functionality met Two requirements for specific functionality met One requirement for specific functionality met None or Not addressed	4 3 2 1 0	
Sub-Total 4: (16 Pts Maximum)					
5	Construction Equipment Form T2.3.6	The Tenderer must prove that the following construction equipment will be available for the project. For his own equipment he must provide proof of ownership and may be subjected to an inspection	Proof provided for TLB, Tipper Trucks, Excavator, Loader Proof provided for TLB, Tipper Trucks, Excavator	4 3	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	POINTS ALLOCATION	SCORE	
		of his/her premises. For equipment that will be hired, a letter of undertaking is required from the proposed construction equipment hire company. The minimum construction requirement for this project is: <ul style="list-style-type: none"> • TLB • Crane or Side Boom • Tipper Trucks • Excavator • Loader 	Proof provided for Excavator, Tipper Trucks	2		
			Proof provided for Tipper Trucks, Loader	1		
			No proof provided or Non-Compliant	0		
Sub-Total 5: (6 Pts Maximum)						
TOTAL				100		

- ✓ * The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the Tenderers ability to obtain a performance guarantee. Letter of Intent for Performance Guarantee issued by insurance companies will not be considered.
- ✓ Items not allocated (0 points) but allocated – Disqualification shall constitute complete disqualification from the bid and no further evaluation.
- ✓ Minimum points to be scored is 70 points out of 100 points, failure will lead to disqualification from further evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.12.

Minimum points to be scored is **70 points out of 100 points**, failure will lead to disqualification.

90/10 preference point system for acquisition of good or service with Rand value above R50 million, as per Preferential Procurement Regulations, 2022

5.(1) The following formula must be used to calculate the points out of 90 for price in respect of an invitation for tender with Rand value above R50 million, inclusive of all applicable taxes:

The 90/10 Preferential Point System will be used to evaluate the bid.

Financial offer and Preferential Point System:

- a) Score tender evaluation points for financial offer.
- b) Confirm that tenderers are eligible for the Preference points claimed, and if so, score tender evaluation points.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) 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.

Scoring Financial Offers

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

$$N_{FQ} = 90 \times \left(1 + \frac{P - P_m}{P_m} \right)$$

Where:

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

P_m is the comparative offer of the most favourable tender offer.

P is the comparative offer of tender offer under consideration.

The 90/10 Preferential Point System will be used to evaluate the bid.

Preference Points Allocation (As per the Preferential points regulations)

The points scored by the tenderer in respect must be added to the points scored for price according to the following formula:

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

Where:

T_{FO} is the total number of tender evaluation points



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

N_{Fo} is the number of tender evaluation points awarded for the financial offer
N_P is the number of tender evaluation points awarded for preference in accordance with Preferential Procurement Regulations

Note: Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points

SCORING PREFERENCE:

The tenderer is required to be registered on the CSD in order to score the above 90/10

Table C.2: Preferential Points System

Specific Goals	Means of verification	90/10 Points
Disability (Minimum of 1 shareholder ownership in the company)	CSD Report	3
Black women (100% Black women ownership in the company)	CSD Report	2
Black ownership (100% black ownership in the company)	CSD Report	2
Black Youth (Minimum of 1 shareholder Black youth ownership in the company)	CSD Report	3
Total points		10

f) In the event of a Joint Venture (JV), a consolidated CSD report in the name of the JV shall be submitted to score the preferential points.

C.3.13 *Add the following to the clause:*

g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In terms of Clause C.3.13, the client (Employer) shall be responsible for the following in order to ensure compliance with the provisions of the Act :

- (i) to prepare a health and safety specifications for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same.
- (ii) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>(iii) to ensure that potential principal contractors (Contractors) submitting tenders, have made provision for the cost of health and safety measures during the construction process.</p> <p>In terms of Clause C.3.13.(g), the Tenderer shall submit with his tender 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:</p> <ul style="list-style-type: none"> (i) Management structure, site supervision and responsible persons including a succession plan. (ii) Contractor's induction training programme for employees, sub-contractors and visitors to the Site. (iii) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (iv) Regular monitoring procedures to be performed. (v) Regular liaison, consultation and review meetings with all parties. (vi) Site security, welfare facilities and first aid. (vii) Site rules and fire and emergency procedures. <p>Tenderers are to note that the appointed Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p> <p>The appointed 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.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.2 of the Contract Document) within 14 days from the Commencement Date of the contract.</p> <p>h) Only Contractors capable of testing and commissioning of plant and equipment to the quality standards required under this tender will be considered. Materials and components used by the Contractor shall comply with the requirements of the specification and, in addition, shall be of demonstrated quality for the purpose for which they are intended. Tenderers will be required, to understand and demonstrate compliance with these requirements by the submission of their Quality System at the time of tendering.</p> <p>The Quality System shall take the form of a coordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures and work instructions that demonstrate the Contractor's implementation of the requirements of ISO 9001/2000 Code for Quality Management Systems.</p> <p>The Tenderer shall submit an assessment report on his Quality System with his tender. The assessment report shall be issued by an independent quality assurance authority, and shall have been carried out not more than 12 months prior to the date of submission of this tender.</p> <p>The Tenderer shall also provide evidence of any valid ISO/SABS accreditations at the time of tender submission.</p>
C.3.17	The number of paper copies of the signed Contract to be provided by the Employer is 1.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.4.2	<p>Invalid Tenders</p> <p>Tenderers 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:</p> <ol style="list-style-type: none"> a) If the tender offer 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 offer has not been signed d) If the offer is signed, but the name of the Tenderer is not stated or is indecipherable.
C.4.3	<p>Claims arising after submission of Tender</p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer’s Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> 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 and plant to and from the site and made the necessary provisions for any additional costs involved thereby, and 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. <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the pricing data contain any obvious errors, the Tenderer must apply to the Employer/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.</p>
C.4.4	<p>General</p> <ol style="list-style-type: none"> 1. This contract will be governed by Lepelle Northern Water “Conditions of TENDER” as outlined in this document only and not any condition supplied by the Tenderer. 2. The quantities called for in this tender are an estimated quantity and Lepelle Northern Water reserves the right to take more or less than the quantity specified. 3. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the tender documents must be firmly bound and marked as “Additional” to the specific tender reference number. 4. All items offered on this tender must be new and of the latest design. 5. Only tenders on Lepelle Northern Water official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. Failure to do so will invalidate such tender. 6. It must be clearly understood by the Tenderer, that no order/s for such commodities or services required by the Lepelle Northern Water will be recognized by the Tenderer unless an Lepelle Northern Water official order is issued and it is further understood that Lepelle

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Northern Water will not accept responsibility for any payment to the Tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to Lepelle Northern Water, Finance Department.</p> <p>7. Should it be considered necessary by the Tenderer, in the interest of design, quality or inspection for whatever reason that Lepelle Northern Water official should proceed to other canters for inspection purposes, such costs shall be for the account of the Tenderer.</p> <p>8. SERVICE PROVIDER (SP) TAX STATUS WILL BE VERIFIED ON CSD; IN THE EVENT THAT YOUR TAX STATUS INDICATE NON-COMPLIANT YOUR TENDER WILL BE DISQUALIFIED</p> <p>9. TENDERER'S FINANCIAL DETAIL</p> <p>a. In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.</p> <p>b. A third party credit bureau check will be used to determine the credit worthiness of the Tenderer.</p> <p>c. The financial standing of the Tenderer will be assessed by third party credit checks on the main contractor</p> <p>d. An analysis of the Tenderer financial standing will be conducted by third party for the purposes of establishing the Tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the Tenderer be awarded the contract.</p> <p>e. Tenders that do not meet Lepelle Northern Water's financial requirements as per third party assessment, will be disqualified from further assessment</p>
<p>C.4.5</p>	<p>Demonstrations and Inspections</p> <p>1. All Tenderers must be prepared to demonstrate where required, free of charge and obligation, at Lepelle Northern Water or any other area within the boundary of Lepelle Northern Water, any items offered in this tender.</p> <p>2. Where officials are required to attend demonstrations or inspections outside the Provincial Municipality boundary of Limpopo, all costs to attend such demonstration must be borne by the Tenderer.</p>
<p>C.4.6</p>	<p>Deliveries, Completion and Penalties</p> <p>1. Delivery date to be negotiated on placing the order.</p> <p>2. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.</p> <p>3. Where the supplier fails to deliver within the scope of the specifications of this tender, Lepelle Northern Water reserves the right to obtain services from any other supplier that complies with the specifications and the tenderer will be held responsible for all costs involved.</p>
<p>C.4.7</p>	<p>Payments</p> <p>1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.</p> <p>2. Tenders must clearly state all settlement and trade discounts.</p> <p>3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the delegated official of Lepelle Northern Water.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>4. Lepelle Northern Water hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and Lepelle Northern Water reserves the right to consider compensation at its own terms.</p>
<p>C.4.8</p>	<p>Contract Condition</p> <p>a) The contract shall abide by the CIDB B.U.I.L.D Programme for sub-contractor and skills development and targeted procurement as per the Government Gazette of RSA Vol. 661 of 3 July 2022 No.43495.</p> <p>b) For bids of an amount of R 30 Million, and above, the tenderer is to subcontract part of his/her works of the project. The works to be sub-contracted to the designated groups of locals (51% black owned companies) within the relevant local Municipality as required by the respective tender. Local sub-contractors are to comply with strategic objectives. The works to be subcontracted includes but not limited to civil works, plant hire, supply of non-strategic material, etc. Targeted Procurement ratio will be calculated based on the tendered sum of the works less the following:</p> <ul style="list-style-type: none"> ▪ VAT ▪ Contingencies ▪ Preliminary and General ▪ Contract Price Adjustment (CPA) ▪ Value of the deductible materials as listed in Table T2.2.22-1 below ▪ Table T2.2.22-1 Schedule of items excluded in the calculation of the TARGETED PROCUREMENT <p>c) LNW reserves the right to request the contractor to subcontract works within the project to locals in the relevant local Municipality, District Municipality and Province as required by the respective tender.</p> <p>d) The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme;</p> <p>e) Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract; and</p> <p>f) Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available, they are to be given first preference.</p> <p>g) Form of contract shall be GCC 2015.</p> <p>h) Risk analysis will be conducted for all contractors by Lepelle Northern Water through verifying company experience and personnel as submitted by the bidder including the arithmetic checks on the contract amount.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<ul style="list-style-type: none">✓ <i>All certified copies must not be older than three months from tender closing.</i>✓ <i>GTAC or Lepelle Northern Water reserves the right to verify any information provided by the bidder and any Service Provider submitting a proposal for this tender is automatically giving Lepelle consent for Lepelle to verify or use any information/ documents submitted.</i>
--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3 STANDARD CONDITION OF TENDER

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity as published in Government Gazette No 42622 of 8 August 2019 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled “Annex C” is bound hereafter into this volume and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex C (normative)

Standard Conditions of Tender

C.1 GENERAL

C.1.1 Actions

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

apply.

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

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least seven (7) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds, 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

identified in the contract data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 THE EMPLOYER'S UNDERTAKINGS

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive 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 nonconforming deviation or reservation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.9 Arithmetical errors and discrepancies

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

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

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

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

C.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.4 GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT

These Conditions of Tender are subject to the requirements of the SATS 1286:2011, “Technical specification on the measurement and verification of local content”.

The “Guidance Document for the calculation of Local Content” is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Private Bag X84, PRETORIA, 0001, the dti Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000
the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

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

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

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

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

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

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

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

D6. Tender exchange rate

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

Table A. Exempted Imported Content

D7. Tender item number

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

D8. Description of imported content

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D9. Local supplier

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

D10. Overseas supplier

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

D11. Imported value as per commercial invoice

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

D12. Tender exchange rate

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

D13. Local value of imports

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

D14. Freight costs to port of entry

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

D15. All locally incurred landing costs and duties

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

D16. Total landed costs excl VAT

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

D17. Tender quantity

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

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

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

Table B. Imported Directly By Tenderer

D20. Tender item numbers

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

D21. Description of imported content:

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

D22. Unit of measure

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

D23. Overseas supplier

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

D24. Imported value as per commercial Invoice

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

D25. Tender rate of exchange

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

D26. Local value of imports

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D27. Freight costs to port of entry

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

D28. All locally incurred landing costs and duties

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

D29. Total landed costs excl VAT

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

D30. Tender quantity

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

D31. Total imported value

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

D32. Total imported value by tenderer

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

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

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

D34. Unit of measure

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

D35. Local supplier

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D36. Overseas supplier

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

D37. Imported value as per commercial invoice

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

D38. Tender rate of exchange

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

D39. Local value of imports

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

D40. Freight costs to port of entry

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

D41. All locally incurred landing costs and duties

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

D42. Total landed costs excluding VAT

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

D43. Quantity imported

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

D44. Total imported value

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D45. Total imported value by third party

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

Table D. Other Foreign Currency Payments

D46. Type of payment

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

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

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

D50. Tender rate of exchange

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

D51. Local value of payments

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

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

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

D53. Total of imported content and foreign currency payment

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL CONVEYANCE PIPES: 500Ø TO 3500Ø

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND
CONSTITUTIONAL INSTITUTIONS
ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES
ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES
HEAD OFFICIALS OF PROVINCIAL TREASURIES**

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF
2016/2017**

**INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM
THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL
SUBMERGED ARC WELDED STEEL CONVEYANCE PIPES: 500MM to 3500MM
(CONVEYANCE PIPES)**

1. PURPOSE

- 1.1 The purpose of this Instruction is to:
 - 1.1.1. Introduce amendments to the Instruction for Steel Conveyance Pipes dated 28 September 2015 by amending all clauses that contained the deeming of imported primary steel as locally manufactured.
 - 1.1.2. Regulate the environment within which Accounting Officers (AOs) and Accounting Authorities (AAs) may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2011 (the Regulations) made in terms of Section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) which came into effect on 7 December 2011, make provision for the Department of Trade and Industry (the dti) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 9 (1) of the regulations prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 The dti has designated and determined the stipulated minimum threshold for Conveyance Pipes for local production and content.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
 INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
 PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
 CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

3. PRODUCTS DESIGNATION

- 3.1 The Instruction is applicable where an Organ of State purchases directly from the manufacture, in a case of turnkey projects (design, build, operate and/or transfer) and/or on purchases for maintenance and repairs where a contract is awarded for a project which the designated products are part of the bill of quantities or materials to be utilised in the entire project.
- 3.2 A large bore spiral submerged arc welded steel conveyance pipe is a building material made from rolled steel sheets in coils which are basically an alloy of iron and carbon and are slit to the required width to suit the diameter of the required pipe. These slits are then submerged arc, spirally welded together to form the pipe. These pipes are widely used in the construction industry, and can also be found in a variety of manufacturing and industrial applications. These pipes are mainly used to convey liquids and gasses from one point to another and in the case of water supply; they convey the water from a bulk water supply such as dams to reservoirs. From reservoirs, the smaller electric resistance welded (ERW) pipes are used to transfer the water as municipal supply to commercial and residential buildings.
- 3.3 There is a distinction between bare, galvanized and lined and coated large bore spiral submerged arc welded steel conveyance pipe.
- 3.3.1 The bare large bore spiral submerged arc welded steel conveyance pipe as is implied by the name, has not been lined, coated or galvanized. It is thus more prone to corrosion (rusting) and abrasion (inside) of the pipe as well as cathodic erosion (outside) of the pipe by direct current (DC) underground.
- 3.3.2 Galvanized large bore spiral submerged arc welded steel conveyance pipe is where the bare pipe is dipped in a hot zinc bath inside and outside surfaces are coated with zinc to avoid corrosion.
- 3.3.3 Bare or galvanized pipes can be lined (inside) and coated (outside) steel pipes by applying protective coatings in the form of paints to protect them from corrosion. This pipe is typically used to convey water.
- 3.4 To ensure that local production and content is discharged on manufacturing activities, the following Conveyance Pipes must be included in bid invitations:

Manufacturing process of Steel Conveyance Pipe	Size	% of Local Content	Physical Properties
Spiral submerged arc welding	500mm – 3500mm	100%	Bare
Spiral submerged arc welding	500mm – 3500mm	100%	Galvanized
Spiral submerged arc welding	500mm – 3500mm	80%	Lined and coated
Spiral submerged arc welding	500mm – 3500mm	80%	Galvanized, lined and coated

- 3.5 All primary steel products i.e. coils, sheets and plates used in the fabrication of steel conveyance pipes are included in this designation and must be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

manufactured and sourced locally. This is to support and sustain the existing local steelmaking capacity.

- 3.6 In the designation, imported input raw materials (i.e. zinc ingots and additives for the galvanising processes) used in the fabrication of the Steel Conveyance Pipes are deemed as locally manufactured input materials.
- 3.7 The imported input raw materials, as specified in 3.6, used in the manufacture and fabrication on steel conveyance pipes will be deemed to have been manufactured and sourced locally for the purposes of calculating local content.
- 3.8 Organs of state may contact the dti in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 3.9 Subject to market changes, National Treasury in consultation with **the dti** reserves the right to reintroduce deeming of primary steel as locally produced.
- 3.10 For further information, bidders and procuring state organs may contact the Metals Fabrication, Capital and Rail Transport Equipment Unit within **the dti** at telephone 012 394 1356 or email Thandi Phele at Tphele@thedti.gov.za
- 3.11 Bid specifications for the designated products in this instruction may be done in collaboration with **the dti**

4. INVITATION OF BIDS FOR CONVEYANCE PIPES

- 4.1 Bids in respect of Conveyance Pipes must contain a specific bidding condition that:
- 4.1.1 Only locally produced or locally manufactured Conveyance Pipes with a stipulated minimum threshold for local production and content will be considered;
- 4.1.2 If the quantity; input materials; and/or components of large bore spiral submerged arc welded steel conveyance pipes required cannot be wholly sourced from South African (SA) based manufacturers to achieve the designated local content threshold at any particular time, bidders should request and obtain written exemption from **the dti**. Such exemption applications should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring Organ of State and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective SA industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions; and
 - materials of construction
- 4.1.3 Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.
- 4.2 AOs/AAs must stipulate in bid invitations that:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

- 4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.
- 4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{x}{y}\right) * 100$$

Where

x is the imported content in Rand

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

- In the case of turnkey projects x and y will only refer to the value of the Conveyance Pipes in the project
 - Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.
- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The **SBD 6.2** is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the **MBD 6.2** is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- 4.6.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
- 4.6.2 the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

5. EVALUATION OF BIDS FOR CONVEYANCE PIPES

- 5.1 A two stage evaluation process may be followed to evaluate the bids received.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

5.1.1 First stage: Evaluation in terms of the stipulated minimum threshold for local production and content

- (a) Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- (b) The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Annex C must be used.
- (c) The amendment of the stipulated minimum threshold for local production and content is not allowed.
- (d) AOs/AAs must ensure that the **Declaration Certificate for Local Content** (SBD/MBD 6.2) and **Annex C** (Local Content Declaration: Summary Schedule) are submitted as part of the bid documentation.
- (e) AOs/ AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2).

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

- (a) Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.
- (b) AOs/AAs must ensure that bids for products that are designated in this Instruction are awarded at prices that are market related taking into account, among others, benchmarking prices, value for money and economies of scale.
- (c) Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

5.2 Benchmark / market related prices

5.2.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the products being procured taking into account factors such as benchmark prices, value for money and economies of scale.

5.2.2 For this purpose, AOs/AAs may approach **the dti** to assist, where possible, with benchmark prices. **The dti** will be in a position to provide price references for the different products that have been designated for local production and content.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1 Once bids are awarded, **the dti** must be:
- 7.1.1 Notified of all the successful bidders and the value of the contracts; and
 - 7.1.2 Provided with copies of the contracts, the SBD/IMBD 6.2 Certificates together with Annex C submitted by the successful bidder(s).
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others, conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 7.4 Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content **the dti** must be informed accordingly in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.

8. CONTACT INFORMATION

- 8.1 **Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry
Private Bag X 84
Pretoria
0001

For Attention:
Dr. Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

- 9.1 This instruction applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA and municipalities and municipal entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION

- 10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction to the attention of Accounting Officers and Supply Chain Management Officials of their respective Provincial Departments.
- 10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction to the attention of Accounting Authorities and the Supply Chain Management Officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM to 3500MM (CONVEYANCE PIPES)**

10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Municipalities and Municipal Entities.

10.4 Accounting Authorities of Schedule 2, 3B and 3D Public Entities are requested to bring the contents of this Instruction to the attention of the Supply Chain Management Officials of their Public Entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

11.1 A copy of this Instruction will be forwarded to the Auditor-General for notification.

12. REPEAL OF INSTRUCTION DATED 28 SEPTEMBER 2015

This Instruction repeals Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for Steel Conveyance Pipes dated 28 September 2015 and effected on 21 October 2015.

13. AUTHORITY FOR THIS INSTRUCTION AND EFFECTIVE DATE

13.1 The Minister of Finance has approved the issuance of this instruction in terms of regulation 9(2) of the Preferential Procurement Regulations, 2011.

13.2 This Instruction takes effect on **27 July 2016**.


KENNETH BROWN
CHIEF PROCUREMENT OFFICER
DATE: 30/6/2016

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE B

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS

1. PURPOSE

1.1 The purpose of this Instruction is to regulate the environment within which Accounting Officers (AOs) and Accounting Authorities (AAs) may procure valves products and actuators which have been designated as a sector for local production and content.

2. BACKGROUND

2.1 The Preferential Procurement Regulations, 2011("the Regulations") issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) which came into effect on 7 December 2011, make a provision for the Department of Trade and Industry (the dti) to designate sectors in line with the national development and industrial policies for local production.

2.2 Regulation 9 (1) of the Regulations prescribes that, in the case of designated sectors, wherein the award of bids for local production and content is of critical importance, such bids must be advertised with a specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

2.3 The dti has designated and determined the stipulated minimum threshold for valves products, manual actuators (gearbox) and pneumatic actuators for local production and content.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
 INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
 PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

3.2 To ensure that local production and content is discharged on manufacturing activities, the following valves products, manual actuators (gearbox) and pneumatic actuators which have been designated must be included in bid invitations:

Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)	% Local Content per unit
Check Valves (Non-Return valves, Reflux valves, Tilting Disk valves Double Door, Multi Door, Swing Check)	Low pressure	80mm-3500mm	PN6-PN25	70%
	High pressure	80mm-2500mm	Class 150 -1500 Metric PN25 - PN250	70%
Butterfly Valves (Rotating Disk valves, Rotary Control valve, Quarter Turn Gate valve)	Low pressure	80mm-3500mm	PN6-PN25	70%
	High pressure	80mm-3500mm	Class 150 -1500 Metric PN25 - PN250	70%
Ball Valves (Spherical valves, Rotary valves)	Low pressure	20-300mm	PN10-PN25	70%
	High pressure	20-600mm	Class 150 - 4500 Metric PN25 - PN450	70%
Gate Valves (RSVs, Wedge Gates, Sluice valves, Parallel Slides, Penstocks, Bonnet Gates, Scour valves)	Low pressure	15mm-1800mm	PN6 - PN25	70%
	High pressure	80mm-1800mm	Metric PN 25 - PN100	70%
Diaphragm Valves (Slurry valve or Saunders valve)	Low pressure	15mm-350mm	PN10, PN16 & PN 25	70%
Knife Gate Valves	Low pressure	40mm-1200mm	PN10 & PN16	70%
Safety or Relief Valves (Pressure valve or Vacuum valve)	Low pressure	15mm-32mm	PN16	70%
Taps, Cocks	Low pressure	Full range	N/A	70%
Pneumatic Actuators - Double acting (Vein type, Linear Type, Scotch Yolk Type, Rotary Type, Double Crank Type, Rack & Pinion Type)	Low pressure	-392 000nm torque	N/A	70%
Pneumatic Actuators - spring return (Vein type, Linear Type, Scotch Yolk Type, Rotary Type, Double Crank Type, Rack & Pinion Type)	Low pressure	-215 000nm torque	N/A	70%



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
 INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
 PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)	% Local Content per unit
Manual Actuators (Gearboxes)	Low pressure	~200 000nm torque	N/A	70%
Fire Hydrants (Underground) Fire Deluge valve	Low pressure	65mm inlet	PN16	70%
Pressure Reducing Valve (PRV) (Self-Regulating valve)	Low pressure	Full range	Full range	70%
Plug Valves (excluding expanding plug valves) (Double Block & Bleed valve)	Low pressure	20-600mm	PN10-PN26	70%
	High pressure	20-600mm	PN25-PN100	
Control Valve (Globe Control valve, Piston Type Control valve)	Low pressure	25-600mm	PN10-PN25	70%
	High pressure	25-600mm	Class 150 -4500 Metric PN25 - PN750	
Air Valve (Vacuum release valve)	Low pressure	50-300mm	PN10-PN25	
	High pressure	50-300mm	PN25-PN40	
Pinch Valve (slurry valve)	Low pressure	50 -800mm	PN10 -PN40	
Disc Valve	Low pressure	50-600mm	PN10-PN16	
Sleeve Valve (Fixed Cone valves, Discharge valves, Scour valves, Howell Bunger valves Energy Dissipating valve)	Low pressure	Full range	PN 10 - PN25	

- 3.3 The minimum of 70% local content in the case of each individual valve, manual actuator (gearbox) and pneumatic actuator designated, must be made up of the following:
- 3.3.1 a combination of the use of locally produced and certified castings, forgings and/or fabrications, and
 - 3.3.2 verifiable manufacturing activities that shall include as a minimum, machining, drilling, coating, assembling and testing of the valves in question.
- 3.4 The averaging out of local content either across any number of valve and gearbox/actuator combinations, or locally made and imported valves/other items, is not allowable.
- 3.5 Each individual valve, manual actuator (gearbox) or pneumatic actuator is subject to the minimum of 70% Local Content threshold.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

- 3.4 The averaging out of local content either across any number of valve and gearbox/actuator combinations, or locally made and imported valves/other items, is not allowable.
- 3.5 Each individual valve, manual actuator (gearbox) or pneumatic actuator is subject to the minimum of 70% Local Content threshold.
- 3.6 For further information, bidders and procuring State Organs may contact the Metals Fabrication, Capital and Rail Transport unit within **the dti** at telephone 012 394 1356 or email Thandi Phele at tphele@thedti.gov.za.
- 3.7 Bid specifications for the valves products and actuators referred to above may be done in collaboration with **the dti**.

4. INVITATION OF BIDS FOR VALVES PRODUCTS AND ACTUATORS

- 4.1 Bids in respect of valves products and actuators must be advertised with a specific bidding condition that:
- 4.1.1. Only locally manufactured valves products, manual actuators (Gearboxes) and pneumatic actuators with a stipulated minimum threshold for local production and content will be considered.
- 4.1.2. If the quantity; input materials; and/or components of valves products and actuators required cannot be wholly sourced from South African (SA) based manufacturers to achieve the designated local content threshold of 70% on a fully-built valve and/or manual actuator (gearbox) or pneumatic actuator at any particular time, bidders should request and obtain written exemption from **the dti**. Such exemption applications should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. **The dti**, in consultation with the procuring organ of state and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective SA industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions; and
 - materials of construction
- 4.1.3. Bidders must clearly indicate in their bids the quantities of designated valves, manual actuators (gearboxes) and pneumatic actuators to be supplied and the level of local content for each product
- 4.1.4. Organs of state may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 4.2 AOs/AAs must stipulate in bid invitations that:
- 4.2.1. the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the bid; and



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

4.2.2. only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content

4.3 The Local Content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{x}{y}\right) * 100$$

Where

x is the imported content in Rand

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

– In the case of turnkey products/projects *x* and *y* will only refer to the designated valve products, manual actuators (gearboxes) and pneumatic actuators in the project – refer to Clause 3.1 above

– Prices referred to in the determination of *x* must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.

4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in Schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.

4.6 AOs/AAs must stipulate in the bid documentation that:

4.6.1 the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and

4.6.2 the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

5. EVALUATION OF BIDS FOR VALVES PRODUCTS AND ACTUATORS

5.1 A two stage evaluation process may be followed to evaluate the bids received.

5.1.1 **First stage: Evaluation in terms of the stipulated minimum threshold for local production and content**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

- (a) Bids must be evaluated by line item (*no averaging allowed*) in terms of the minimum threshold stipulated in the bid documents.
- (b) The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and **Annexure C** (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product (i.e. more than one valve type, size or pressure rating or different model of manual actuator (gearbox) or pneumatic actuator, the local content percentages for each product contained in **Annexure C** must be used.
- (c) The amendment of the stipulated minimum threshold for local production and content is not allowed.
- (d) AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

- (a) Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. Unless otherwise exempted by the Minister of Finance, the evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.
- (b) AOs/AAs must ensure that contracts for valves products and actuators / components are awarded at prices that are market related taking into account, among others, the dti's pre-determined benchmark prices, value for money and economies of scale.
- (c) Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

5.2 Benchmark / market related prices

- 5.2.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the valves, manual actuators (gearbox) and pneumatic actuators being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 5.2.2 For this purpose, AOs/AAs may approach **the dti** for assistance, where possible, with benchmark prices for the different classes and components of valves products and manual actuators (gearbox) and pneumatic actuators that have been designated for local production and content. **The dti** will be in a position to provide price references for the different products that have been designated for local production and content.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

- 6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in Regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1 Once bids are awarded, **the dti** must be:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

- 7.1.1 notified of all the successful bidders and the estimated value of the contracts; and
- 7.1.2 provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.
- 7.2 The purpose of the requirements of paragraph 7.1 above is for **the dti** to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.
- 7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the individual products is reduced to below the stipulated minimum threshold.
- 7.4 Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

8. CONTACT INFORMATION

- 8.1 **Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti must be directed as follows:**

The Department of Trade and Industry
Private Bag X84
Pretoria
0001
For Attention:
Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
EMAIL: TMakube@thedti.gov.za

9. APPLICABILITY

- 9.1 This Instruction applies to all national and provincial departments, constitutional institutions; public entities listed in Schedules 2 and 3 to the PFMA, and, municipalities and municipal entities to which the MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION

- 10.1 Heads of provincial treasuries are requested to bring the contents of this Instruction to the attention of Accounting Officers and supply chain management officials of their respective provincial departments.
- 10.2 Accounting Officers of national and provincial departments are requested to bring the contents of this instruction to the attention of Accounting Authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 11 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS**

10.3 Accounting Officers of municipalities and municipal entities are requested to bring the contents of this instruction to the attention of the supply chain management officials of their municipalities and municipal entities.

10.4 Accounting Authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this instruction to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

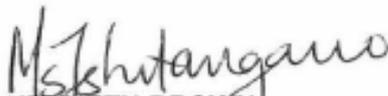
11.1 A copy of this Instruction will be forwarded to the Auditor-General for notification.

12. REPEAL OF INSTRUCTION DATED 6 FEBRUARY 2014

This Instruction repeals Instructions on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for valves products and actuators dated 21 July 2015 and effective on the date of issue and the similar Instruction issued on 11 February 2016 effective on 18 February 2016.

13. AUTHORITY FOR THIS INSTRUCTION AND EFFECTIVE DATE

13.1 This Instruction is issued in terms of Regulation 9(2) of the Preferential Procurement Regulations, 2011 and takes effect from the date of issue.


KENNETH BROWN
CHIEF PROCUREMENT OFFICER
DATE: 12/7/2016

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE C

LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE D

LOCAL CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SATS 1286.2011											
Annex D											
Imported Content Declaration - Supporting Schedule to Annex C											
(D1) Tender No.					Note: VAT to be excluded from all calculations						
(D2) Tender description:											
(D3) Designated Products:											
(D4) Tender Authority:											
(D5) Tendering Entity name:											
(D6) Tender Exchange Rate:	Pula		EU		GBP						
A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
									(D19) Total exempt imported value	R 0	
											This total must correspond with Annex C - C 21
B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
									(D32) Total imported value by tenderer	R 0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	
D. Other foreign currency payments			Calculation of foreign currency payments								Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)
				(D52) Total of foreign currency payments declared by tenderer and/or 3rd party							
<u>Signature of tenderer from Annex B</u>				(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above							
											R 0
Date: _____											This total must correspond with Annex C - C 23

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

ANNEXURE E

LOCAL CONTENT DECLARATION – SUPPORTING SCHEDULE TO ANNEXURE C

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.5 PREFERENTIAL PROCUREMENT REGULATIONS

These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework Act, 2000: Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 dated 04 November 2022.

The complete extract is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NATIONAL TREASURY

NO. 47452

4 November 2022

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS

The Minister Finance has, in terms of section 5, read with section 2(1)(b)(i) and (ii) and 2(1)(c), of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and with effect from 16 January 2023, made the regulations set out in the Schedule.

SCHEDULE

PREFERENTIAL PROCUREMENT REGULATIONS, 2022

Contents

1. Definitions
2. Application
3. Identification of preference point system
4. 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million
5. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
6. 80/20 preference points system for tenders to generate income or to dispose of or lease assets with Rand value equal to or below R50 million
7. 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value above R50 million
8. Criteria for breaking deadlock in scoring
9. Remedies
10. Repeal of regulations
11. Short title and commencement

Definitions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

“**highest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

“**lowest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“**specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

“**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

Application

2. These Regulations apply to organs of state as defined in section 11 of the Act.

Identification of preference point system

3.(1) An organ of state must, in the tender documents, stipulate—

- (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
- (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

(2) If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

- 4.(1) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

- (2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

- 5.(1) The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million

6.(1) The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

7.(1) The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (2) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- (3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- (4) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Criteria for breaking deadlock in scoring

- 8.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- (2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Remedies

- 9.(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, it must—
 - (a) inform the tenderer accordingly; and
 - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subregulation (1)(b), the organ of state may, if it concludes that such information is false—
 - (a) disqualify the tenderer or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the tenderer.

Repeal of regulations

- 10.(1) Subject to this regulation, the Preferential Procurement Regulations, 2017 published in Government No. 40553 of 20 January 2017, are hereby repealed with effect from the date referred to in regulation 11.
- (2) Any tender advertised before the date referred to in regulation 11 must be dealt with in terms of the Preferential Procurement Regulations, 2017.

Short title and commencement

11. These Regulations are called the Preferential Procurement Regulations, 2022 and take effect on 16 January 2023.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NORTHERN WATER

BID No.: GTAC 006-2022-23

OLIFANTSPORTS AND EBENEZER REFURBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INDEX

Section	Description	Page No
T2.1	SBD FORMS.....	T2.1-1
T2.2	RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.....	T2.2-1
T2.3	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES....	T2.3-1
T2.4	OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T2.4-1
T2.5	CHECKLIST.....	T2.5-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 SBD FORMS

- SBD 1: INVITATION TO BID & COMPANY INFORMATION
- SBD 2: TAX CLEARANCE CERTIFICATE
- SBD 4: DECLARATION OF INTEREST
- SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
- SBD 6.1: PREFERENCE POINTS CLAIM FORM
- SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LEPELLE NORTHERN WATER					
BID NUMBER	GTAC 006-2022-23	CLOSING DATE	24 MARCH 2023	CLOSING TIME	11:00am
DESCRIPTION	OLIFANTSPOORT AND EBENEZER REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GTAC Tender Box - NATIONAL TREASURY BUILDING					
240 MADIBA STREET (CORNER THABO SEHUME STREET)					
PRETORIA, 0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	Ms Nolubabalo Tokwe		CONTACT PERSON	Mr Gundo Motsoare	
TELEPHONE NUMBER	(012) 315 5280		TELEPHONE NUMBER	015 295 1834	
FACSIMILE NUMBER			FACSIMILE NUMBER	086 260 1328	
E-MAIL ADDRESS	psp@gtac.gov.za		E-MAIL ADDRESS	gundom@lepelle.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	OR	CENTRAL SUPPLIER DATABASE No	MAAA	
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INVITATION TO BID

A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD1

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.5. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
2. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
 (PURCHASES)**

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

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

Name of bidder.....Bid number: **GTAC 006-2022-23**

Closing Time: **11:00** Closing date: **24TH MARCH 2023**

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

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO
------	----------	-------------	------------------------------

** (ALL APPLICABLE TAXES INCLUDED)

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SBD 4

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (Name).....

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement; the contractor will submit a performance guarantee to the DTI;
 - c. the contractor will submit a business concept for consideration and approval by the DTI;
 - d. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - e. the contractor will implement the business plans; and
 - f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{matrix}
 \mathbf{80/20} & & \mathbf{or} & & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & & & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{matrix}$$

Where

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The **SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.**

1.6 A bid may be disqualified if –

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>	
• Valves products and actuators	70	%
• Flow Meters	30	%
• Conveyance Pipes	80-100	%
• Electrical and telecom cables	90	%
• Instrument transformers	15	%
• Busbars	5	%
• Housing	25	%
• Switching Devices	5	%
• Steel Value-added Products	100	%

4. Does any portion of the services, works or goods offered have any imported content?
 (Tick applicable box)

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

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

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

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

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286: 2011)

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

on Declaration C.

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

local content be verified in terms of the requirements of SATS 1286:2011.

- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below. Documents that will become part of the Contract.

INDEX

Section	Description	Page No
Form T2.2.1	Compulsory Enterprise Questionnaire	T2.2-1
Form T2.2.2	Commissioner of Oaths	T2.2-4
Form T2.2.3	Certificate of Attendance at Clarification Meeting	T2.2-5
Form T2.2.4	Record of Addenda to Tender Documents	T2.2-6
Form T2.2.5	Certified Registration Certificate/Agreement/Powers of Attorney / ID	T2.2-7
Form T2.2.6	Certified Proposed Joint Venture Agreement	T2.2-8
Form T2.2.7	Certificate of Authority of Signature	T2.2-10
Form T2.2.8	Certified Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)	T2.2-15
Form T2.2.9	Certified copy of VAT Registration Certificate	T2.2-16
Form T2.2.10	Certified copy of Latest UIF Return	T2.2-17
Form T2.2.11	Original (or certified copy) of latest Municipal Rates and Taxes Clearance certificate or copy of valid Lease Agreement	T2.2-18
Form T2.1.12	Certified Proof of Confirmation of Employment Equity Policy from the Department of Labour	T2.2-19
Form T2.2.13	Certified Proof of Expenditure for Skills Development	T2.2-20
Form T2.2.14	Certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer	T2.2-21
Form T2.2.15	Certified copy of CIDB Registration Certificate	T2.2-22
Form T2.2.16	Pro-forma Certificate of Insurance Cover	T2.2-23
Form T2.2.17	Size of Enterprise	T2.2-24
Form T2.2.18	Current Workload	T2.2-25
Form T2.2.19	Form Concerning fulfilment of the Construction Regulation, 2014	T2.2-27
Form T2.2.20	Tax Compliance Status Form	T2.2-30
Form T2.2.21	Determination of Targeted Procurement	T2.2-31
Form T2.2.22	Contract Participation for Targeted Enterprises (EME and QSE)	T2.2-32

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2 COMMISSIONER OF OATHS

COMMISSIONER OF OATHS:

Signed and sworn to before me at _____ (Place)

on this the _____ day of _____ by the Deponent, who has acknowledged that he/she knows and understands the full contents of all information inserted and provided in this Contract, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths _____ Name: _____

Signature _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (tenderer).....
of (address).....
..... was represented by the person(s) named below at
the compulsory meeting held for all tenderers at (location).....
..... on (date)..... starting at (time)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.5 REGISTRATION CERTIFICATE / AGREEMENT / POWERS OF ATTORNEY / ID DOCUMENT (IF APPLICABLE)

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID Document for Sole Proprietor, all as referred to in the foregoing forms and in T2.2.6 must be inserted here.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6 PROPOSED JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

Name Joining Entity	TAX No	Proportional Payment that will be Received Under this Contract
		%
		%
		%
		%
		%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity) ;
 and in accordance with any further agreements as attached to this document, titled

.....

and dated (if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Joining Entity and Position	Full Name (Position)	Signature	Date

WITNESSES:

1.
2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7 CERTIFICATE OF AUTHORITY OF SIGNATURE

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, including sole proprietors, shall confirm their authority by **attaching to this page of this tender** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

(i) Certificate for Company

I,, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy

attached) taken on 20....., Mr/Ms, acting in the capacity of

....., was authorized to sign all documents in connection with the

tender forand any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(ii) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms , acting in the capacity of
, to sign all documents in connection with the
 tender for and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iii) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
, hereby authorize Mr/Ms ,
 acting in the capacity of , to sign all documents in connection
 with the tender for..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the partnership as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(iv) 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 authorise:

Mr/Ms authorised signatory of the company..... ,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note: This certificate is to be completed and signed by all key partners upon who rests the direction of the affairs of the Joint Venture as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(v) Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business
trading as

Signature of sole owner: Date:

As Witnesses:

.

1..... Date:

2..... Date:

.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8 VALID TAX CLEARANCE CERTIFICATE

The tenderer shall attach to this page a current Tax Clearance certificate which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS (as described in National Treasury Instruction Number 3 of 2014/2015 – Tax compliance measures for persons conducting business with the State), the Tenderer shall complete the declaration below.

I, (name) the undersigned in my capacity as

..... (position) on behalf of (name of company)

herewith grant consent that SARS may disclose to the Lepelle Northern Water our tax compliance status. For this purpose, our unique security personal identification number (PIN) is

Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9 CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE

The Tenderer must attach hereto a certified copy of VAT registration certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.10 CERTIFIED COPY OF LATEST UIF RETURN

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

Unemployment Insurance Contributions Act, No. 4 of 2002

CHAPTER 2

Duty to contribute and recovery of contributions

5. Duty to contribute to Fund

1. Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
2. The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.11 CERTIFIED COPY OF LATEST MUNICIPAL RATES AND TAXES CLEARANCE CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING)

The Tenderer must attach hereto a certified copy of their latest municipal rates and taxes clearance certificate or a copy of a valid lease agreement (if renting)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12 CERTIFIED PROOF OF CONFIRMATION OF EMPLOYMENT EQUITY POLICY FROM THE DEPARTMENT OF LABOUR

The Tenderer must attach hereto a copy of the confirmation from the department of labour that their Employment Equity Policy has been submitted.

Employment Equity Act, 55 of 1998

Employment Equity Plan: Section 20

- a. A designated employer must prepare and implement a plan to achieve employment equity, which must:
- have objectives for each year of the plan;
 - include affirmative action measures;
 - have numerical goals for achieving equitable representation;
 - have a timetable for each year;
 - have internal monitoring and evaluation procedures, including internal dispute resolution mechanisms; and
 - identify persons, including senior managers, to monitor and implement the plan

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.13 CERTIFIED PROOF OF EXPENDITURE FOR SKILLS DEVELOPMENT

The Tenderer must attach hereto proof of expenditure on skills development as required.

SKILLS DEVELOPMENT LEVIES ACT, 1999

3. Imposition of levy

(1) Every Employer must pay a skills development levy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.14 CERTIFIED COPY OF LETTER OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER OR WITH A LICENSED COMPENSATION INSURER

The Tenderer must attach hereto certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.15 CONTRACTOR'S CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Provide CRN Number of CIDB Certificate of Registration:

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.16 PRO-FORMA CERTIFICATE OF INSURANCE COVER

NOTE TO TENDERER:

In the event of the tenderer being a joint venture/consortium, the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

1. Name of Tenderer:

2. Period of Validity:

3. Value of Insurance:
 - (a) Insurance for Works and Contractor's Equipment:
Company:
Value:

 - (b) Insurance for Contractor's Personnel:
Company:
Value:

 - (c) General Public Liability:
Company:
Value:

 - (d) South African Special Risks Insurance Association (SASRIA):
Company:
Value:

Tenderer/ (Authorised Signatory Signature):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.17 SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R_____

What is the estimated turnover for your current financial year? R_____

Physical facilities:

Provide information on offices, factories, yards, warehouses and workshops occupied by your enterprise (attach details if the space provided is not enough)

	Description	Address	Area (m ²)
1.			
2.			
3.			
4.			
5.			
6.			

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.18 CURRENT WORKLOAD

List your current contracts and obligations:

	Description	Value (R)	Start date	Duration	Expected completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you? (Tick)

YES	
NO	

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.19 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

1. Is the Contractor familiar with the OHS Act (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. YES / NO
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy). YES / NO

In terms of Clause 4(4) of the Occupational Health and Safety Act, Act no 85 of 1993 (OHS Act) Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.

I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Materials to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tables to be completed by Tenderer:

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Manager		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		
Medicals		
Training		
Barricading		
Security		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.

I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Signed

Date

.....

Name

Position

.....

Tenderer

.....

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

T2.2.20 TAX COMPLIANCE STATUS FORM

The Tenderer must complete the following form in full:

Information required	Numbers (reference and pin)
What is your business tax reference number?	
What is your Tax Company status PIN number?	

By providing us (Lepelle Northern Water) with the above information, you are in compliant with terms and conditions which are issued by SARS (South African Revenue Services), effectively with regard to your companies' compliant and the verification thereof.

It is the service provider's responsibility to provide the Lepelle Northern Water with paper tax clearance certificate, tax clearance reference number and tax compliance status pin and failure to provide tax compliance status information will render the bid invalid.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.21 DETERMINATION OF TARGETED PROCUREMENT

1. The implementation strategy to fulfill the obligation of sub-contracting as condition for contracts in excess of R30 million in construction value. The Targeted Enterprises referred to is the Targeted Procurement Strategy. The targeted Procurement ratio will be calculated based on the tendered sum of the works less the following:
 - 1.1 VAT
 - 1.2 Contingencies
 - 1.3 Preliminary and General
 - 1.4 Contract Price Adjustment (CPA)
 - 1.4 Value of the deductible materials as listed in Table T2.2.22-1 below

2. Tenderers must provide the rates for quantities and the value of items earmarked for exclusion from the targeted procurement calculation as depicted in Table T2.2.22-1. All other **quantities and amounts contained in the BOQ will be deemed to be eligible for application of targeted procurement.**

Table T2.2.22-1 Schedule of items excluded in the calculation of the TARGETED PROCUREMENT

Section	Description	Amount
1	Steel Pipes > 200 mm ND	
2	Isolation, control and air valves > 250mm	
3	Electro-Magnetic Flow Meters	
4	PLC + SCADA SYSTEM	
5	TELEMETRY SYSTEM	
6	Other (Please Specify):	
	Sub Total (Excl VAT)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.21.1 CONTRACT PARTICIPATION FOR TARGETED ENTERPRISES

Contract Participation for Targeted Enterprise

Tenders are required to employ Targeted Enterprise on this contract; **failure to do so may lead to tenderer being completely disqualified.** The Targeted Enterprises to be utilized should meet strategic objectives and registered with CIDB with minimum grading 2ME/EP/CE/GB to 8ME/EP/CE/GB, EME or QSE that is a least 51% Black owned. A prescribed percentage (%) of contract value less items listed in **Table T2.2.22-1. The objective is to bring about meaningful transformation in the Construction Industry through the following:**

- Meaningful economic participation
- Transfer of technical, management and entrepreneurial skills
- Creation of sustainable Black Enterprises

Total value of Contract excluding VAT, Contingencies, CPA, Preliminary and General, Specialists Items (Deductible Materials):

Total value of contract participation by Targeted Enterprise:

Percentage (%) contract participation by Targeted Enterprise:

Broad description of work to be performed by the targeted enterprise (Bidders to complete):

	Proposed extend of works to be allocated to Targeted Enterprises	Include value of works allocated to Targeted Enterprises	CIDB Grading
1			
2			
3			
4			
5			
6			
7			

NB: Failure to complete this schedule will lead to the assumption that the 30% of the contract value to be sub-contracted to the Targeted Enterprises will be without exclusion of any items.

Lepelle Northern Water (LNW) will make available the list of all contractors registered on the CSD database for Capricorn District Municipality (Nkumpi-Lepelle and Polokwane Local Municipalities) and Mopani District Municipality (Greater Tzaneen Local Municipality) jurisdictions and Limpopo Province in general, to provide the required goods and services of the applicable designated groups. Each supplier shall be expected to be eligible or qualify to upgrade to the next CIDB grading at the completion of the identified scope of works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.21.2 ADEQUACY AND QUALITY OF MENTORSHIP AND SKILLS TRANSFER PROGRAMME

1. Tenderers are required to employ designated Subcontractors on this contract with the targeted enterprise(s). The designated sub-contractors to be utilized should be black owned business and registered with CIDB with minimum grading of 2 CE/EP/ME/GB to 8 CE/EP/ME/GB.
2. A Contract Participation Goal of a prescribed percentage (%) for subcontracting to these designated subcontractors has to be achieved by the Tenderer. The objective is to bring about meaningful transformation in the construction industry through the following:
 - Meaningful economic participation
 - Transfer of technical, management and entrepreneurial skills
 - Creation of sustainable Black Enterprises
3. In pursuance of the above objectives, the Tenderer must develop a mentoring and skills transfer programme which is a practical training programme for targeted black owned SMME construction companies preferably located in Capricorn District Municipality (Nkumpi-Lepelle and Polokwane Local Municipalities) and Mopani District Municipality (Greater Tzaneen Local Municipality) jurisdictions and Limpopo Province in general.
4. The mentorship programme must clearly specify the role of the targeted enterprise(s) showing the areas of development in relation to the work packages assigned to the targeted enterprise(s)
5. The on-job training is to be organized and managed by the Developed Enterprise; in contracts awarded and managed by LNW, but works are executed with the guidance and assistance of experienced Main Contractors at the tendering, mobilization, construction and completion phases.
6. Depending on the nature of contract, the training programme should among other things cover areas such as: understanding Technical Specifications; Standard Specifications; Interpretation of Technical Drawings; Tendering Procedures; Pricing and Unit Rates Build-up; Construction of Civil Works in the Water Industry: Reinforcement, Formwork and False-work; Clearing and Site Establishment; Site Organization and Administration; Surveying and
Setting Out; Project Planning and Work Programming/ Scheduling; Contract Supervision and Administration; Environmental Issues; Financial Planning; Project Cost Control; Cash Flow Management; Measurement of Works and Pricing; Preparation of Payment Certificates; Preparation of Claims and Claims Management; Procurement of Equipment and Materials; Personnel Management; Accident and Safety Precaution; Communication. This is just a guide for the design of the mentorship programme.
7. The mentoring and skills transfer programme must indicate what evidence will be produced to show that training did take place. This could for instance be in the form of SAQA accredited modules by relevant SITAs.
8. The Main Contractor (Developed Enterprise) is strongly encouraged to choose relevant SITA accredited modules for training of targeted SMMEs in which case the SITA's NQF level certificates indicating the credits attained could be produced as evidence of the training of the targeted SMMEs. Examples could be NQF Level 2, 3 or 5 in labour intensive construction (LIC) methods

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. The mentorship and skills transfer programme will be assessed based on the submitted methodology or plan. It must be robust, well thought out and should meet most elements of the description given above depending on the nature of work:

10. A capacity building evaluation/ assessment form is to be designed by the main contractor in agreement with the targeted enterprise(s). This must be included in the tender document. The evaluation' assessment form has to be filled in by all the contractors every month and after completion of the project. The form is to be used for assessing progress made with the training as well as identifying additional training (or gaps) requiring more training.

11. THE MENTORSHIP AND SKILLS TRANSFER PROGRAMME (REFER TO {ITEM NO. 5 ABOVE) AS WELL AS THE CAPACITY BUILDING EVALUATION FORM (REFER TO ITEM NO. 10 ABOVE) MUST BE ATTACHED BELOW

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.21.3 DETERMINATION OF TARGETED PROCUREMENT

1. The targeted procurement ratio will be calculated based on the tendered sum of the works less the following:
 - VAT
 - Contingencies
 - Value of the deductible materials as listed in T2.2.21-1 above
2. Tenderers must provide the rates for quantities and value of items earmarked for exclusion from the targeted procurement calculation.

Failure to do so will lead to the assumption that all quantities contained in the BOQ are eligible for application of the targeted procurement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.21.4 TENDER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Tenderer shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi-skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 30% Women;
- 70% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows: Minimum required content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

The minimum required content of such local labour for this project shall be 15%.
(Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for minimum allocation of 30% Women, 70% Youth and 2% Disabled:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Local labour comprising unskilled or semi-skilled labourers recruited from the local communities	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Main Contractor's local labour content				
Sub-contractor's local labour content				
Total anticipated wage cost pf local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated labour content expressed as a percentage of the Tender Offer (excluding VAT)				
Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of sub clause C.3.8.1 of the Conditions of Tender and such a tender shall be rejected.				
Specified minimum local labour content				15%

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents that will become part of the Contract.

INDEX

Section	Description	Page
T2.3.1	Experience of Key Staff and Curriculum Vitae of Key Personnel	T2.3-1
T2.3.2	Schedule of Previous Work carried out by the Tenderer	T2.3-7
T2.3.3	Certified copy of Form of Intent to Provide a Performance Guarantee.....	T2.3-8
T2.3.4	Certified copy of Tenderers Bank Rating Letter.....	T2.3-9
T2.3.5	Approach Paper	T2.3-10
T2.3.6	Tenderers Construction Equipment	T2.3-11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.1 EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

1. General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
2. The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
3. The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

NOTE: Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.

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

A CV of the contract manager, site agent and safety officer of not more than 2 pages should be attached hereto. Each CV should be structured under the following headings:

- 1 Personal particulars
 - -- name
 - - date and place of birth
 - - place (s) of tertiary education and dates associated therewith
 - - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of postgraduate / diploma experience (year, organization and position)
- 6 Outline of recent assignments / experience that has a bearing on the scope of work

Note: An individual may be nominated to serve as the team leader in more than one discipline and as the team leader and a discipline specific leader.

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

LIST OF KEY PERSONNEL ASSIGNED TO THE TENDER

1. Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
2. Curriculum Vitae of all proposed staff need to be attached.

Name	ID No.	Current Position	No. of Years Employed	Qualifications / Pr Registration
CATEGORY 1 – CONTRACTS MANAGER				
1.				
2.				
CATEGORY 2 – SITE MANAGER				
3.				
4.				
CATEGORY 3 – FOREMAN: WELDING				
5.				
6.				
CATEGORY 4 – HEALTH AND SAFETY MANAGER				
7.				
8.				

Attach a proposed organogram to this page.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY RESUME FORMAT:

Category 1: Contracts Manager

Full Name(s)	
Surname	
ID Number	

Experience History (Summary)	Tertiary Qualifications (Highest order)			
1. ..	1. ..			
2. ..	2. ..			
3. ..	3. ..			
4. ..	4. ...			
5. ..	Professional Affiliation (Most relevant)			
6. ..	Category	Organization	Reg. No.	Date

Relevant Projects Completed Recently					
No.	Description	Type: Construction Management/ Turkey/Management/ Assessment/ (combination of the above)	Construction contract form (If applicable)	Start and End dates	Position (on the project)
1.					
2.					
3.					
4.					
5.					
6.					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 Signature of person named in the schedule

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY RESUME FORMAT:

Category 2: Site Manager

Full Name(s)	
Surname	
ID Number	

Experience History (Summary)	Tertiary Qualifications (Highest order)			
1. ..	1. ..			
2. ..	2. ..			
3. ..	3. ..			
4. ..	4. ...			
5. ..	Professional Affiliation (Most relevant)			
6. ..	Category	Organization	Reg. No.	Date

Relevant Projects Completed Recently

No.	Description	Type: Construction Management/ Turkey/Management/ Assessment/ (combination of the above)	Construction contract form (If applicable)	Start and End dates	Position (on the project)
1.					
2.					
3.					
4.					
5.					
6.					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 Signature of person named in the schedule

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY RESUME FORMAT:

Category 3: Foreman (Welding)

Full Name(s)	
Surname	
ID Number	

Experience History (Summary)	Tertiary Qualifications (Highest order)			
1. ..	1. ..			
2. ..	2. ..			
3. ..	3. ..			
4. ..	4. ...			
5. ..				
6. ..				
	Professional Affiliation (Most relevant)			
	Category	Organization	Reg. No.	Date

Relevant Projects Completed Recently					
No.	Description	Type: Construction Management/ Turkey/Management/ Assessment/ (combination of the above)	Construction contract form (If applicable)	Start and End dates	Position (on the project)
1.					
2.					
3.					
4.					
5.					
6.					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 Signature of person named in the schedule

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY RESUME FORMAT:

Category 4: Health and Safety Manager

Full Name(s)	
Surname	
ID Number	

Experience History (Summary)	Tertiary Qualifications (Highest order)			
1. ..	1. ..			
2. ..	2. ..			
3. ..	3. ..			
4. ..	4. ...			
5. ..	Professional Affiliation (Most relevant)			
6. ..	Category	Organization	Reg. No.	Date

Relevant Projects Completed Recently					
No.	Description	Type: Construction Management/ Turkey/Management/ Assessment/ (combination of the above)	Construction contract form (If applicable)	Start and End dates	Position (on the project)
1.					
2.					
3.					
4.					
5.					
6.					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
 Signature of person named in the schedule

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.2 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER

ATTACH AT LEAST FIVE (5) ORIGINALLY SIGNED OR CERTIFIED COPIES OF THIS PROJECT REFERENCE FORM FOR SIMILAR PROJECTS CARRIED OUT OVER THE PAST 10 YEARS

PROJECT REFERENCE FORM TEMPLATE

Project Name:.....

Name of Service Provider for whom I am giving reference:

On Behalf of (Name Organisation/Employer):.....

Start Date: Completion Date:

Activity	Excellent	Good	Fair	Poor
Management of Programme, Works, finances and Contract: Contractor demonstrated sufficient competence in executing the project within set Practical Completion timeframes. Notices and claims done within contract framework. Instructions implemented as directed by the Employer’s Agent, submitted IPC with supporting documents in time, submitted signed diaries, etc.				
Management of Occupational Health and Safety on-site: Contractor fully complied with the requirements of the OHS specifications. OHS 16 (2), Construction Manager, CR 8 (1) and Construction Supervisors, CR 8 (2) performed exceptionally well in terms of OHS specifications.				
Quality Assurance and Control on-site: Contractor demonstrated competence in implementing and aligning quality assurance processes and techniques with the project specifications and clearly defined quality hold points for decision making. Contractor ultimately implemented project in-line with specifications, kept records, etc				

Would you recommend this Service Provider for similar project without reservation? Yes/No

Project Description/Brief:

.....

Declaration:

Name of Referee and Professional Registration:.....

Telephone: Email:

Signature:..... Date :

TENDERER MUST ATTACH CERTIFIED APPOINTMENT LETTERS AND COMPLETION CERTIFICATES FOR EACH PROJECT.

REFERENCE TO BE PROVIDED ON THE EMPLOYER’S OR EMPLOYER’S AGENT LETTER HEAD.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.3 FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a certified 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.

The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the Tenderers ability to obtain a performance guarantee. Letter of Intent for Performance Guarantee issued by insurance companies will not be considered

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.4 TENDERERS BANK RATING LETTER

The Tenderer must attach hereto a certified letter from the Tenderers bank rating.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.5 APPROACH PAPER

Tenderers are expected to demonstrate their competence and experience in satisfying stated employer’s objectives and managing project risks. Tenderers should outline their broad understanding of the scope of work and their capabilities to undertake the work. The approach/methodology must therefore respond to the scope of work and outline the tenderer’s proposed Construction Method Statements, Proposed Project Schedule, Health and Safety Plan and Quality Management Systems (QA/QC). The approach/methodology should demonstrate the tenderer’s competence, experience and capability to successfully execute the project.

The scoring of the Approach/Methodology is shown below;

APPROACH/METHODOLOGY		
Rating	Description	Points
Good	The approach is specifically tailored to address the specific objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. Coverage of key aspects such as construction method, health and safety, Project Schedule, Quality Assurance/Control, Contracts, and finances is done in detail. Tenderer also demonstrated the understanding of value chain and lead times involved in the project. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project such as the excavation, surveying, bedding, pipeline handling, welding, pressure testing, etc as referred to in SANS 1200 series. In contracts, programme and finances, Tenderer described the entire process flow in managing contract in terms of GCC 2015 Third Edition.	10
Satisfactory	The approach is tailored to address most of the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. Coverage of key aspects such as construction method, health and safety, Project Schedule, Quality Assurance/Control, Contracts, and finances is done sufficiently to demonstrate experience in a similar project.	6
Poor	The approach/or methodology is poor/is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. Coverage of key aspects such as construction method, health and safety, Project Schedule, Quality Assurance/Control, Contracts, and finances is not done in sufficiently so demonstrate understanding of the project.	3
No submission	Tenderer has not submitted any approach and methodology documentation.	0

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.3.6 TENDERERS CONSTRUCTION EQUIPMENT

The Tenderer must prove that the following construction equipment will be available for the project. For his own equipment he must provide proof of ownership and may be subjected to an inspection of his premises. For equipment that will be hired, a letter of undertaking is required from the proposed construction equipment hire company. The minimum construction requirement for this project is:

1. TLB
2. Crane or Side Boom
3. Tipper Trucks
4. Excavator
5. Loader

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents that will become part of the Contract.

INDEX

Section	Description	Page
T2.4.1	Prospective Tenderer's registration form/change of registration form	T2.4-1
T2.4.2	Alterations by Tenderer.....	T2.4-2
T2.4.3	Forms of Security (Indexed separately).....	T2.4-3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.1 PROSPECTIVE TENDERER'S REGISTRATION FORM / CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer whose registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

* **Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

Name of Business (or person, in case of goods/services provided by a person):

..... ()*

Official physical address of business, e-mail, telephone and Email:

Address: ()*

E-mail: ()*

Telephone: ()*

Electricity account no. if a local business..... ()*

Type of business (Company, cc, etc.).....()*

Main business activity (Stationary Dealer, Building Contractor, etc.):

..... ()*

Estimated annual turnover (to remain confidential): R.....()*

Full name of controlling shareholder if not a one-man business (to remain confidential):

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.2 ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified. See also condition of tender and Tender Data C.2.11

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.4.3: FORMS OF SECURITY

INDEX

Item	Description
T2.4.3.1	DISCLOSURE STATEMENT
T2.4.3.2	ADJUDICATION BOARD MEMBER AGREEMENT
T2.4.3.3	DECLARATION OF INSURANCES
T2.4.3.4	BLASTING INDEMNITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.3.1 DISCLOSURE STATEMENT

PRO FORMA

BID NO.: GTAC 006-2022-23

Date:.....

Contract:

Contractor:

Employer:

Engineer:

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the Contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: _____

Signature: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.3.2 ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

BID NO.: GTAC 006-2022-23

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, e-mail address, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, e-mail address, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - a. A monthly retainer of *(amount)* for *(number)* of months, and/or
 - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. An hourly fee of *(amount)*, and/or
 - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: _____

Contractor's name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's name: _____

Place: _____

Date: _____

**Delete the inapplicable party*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.3.3 DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Clause	Insurer	Policy	Expiry date
Construction Plant				
Provisions of the COID Act				
Common Law Liability				
Motor Vehicle Liability				
Other deemed necessary				
Professional Indemnity	as applicable			

Copies of the abovementioned policies are attached

NOTE : In respect of COID, a copy of the current receipt and letter of good standing is attached

For and on behalf of the Contractor : _____

Official Capacity : _____

Date : _____

NOTE : This schedule shall be completed and submitted to Lepelle Northern Water within 14 days from the Commencement Date of the contract and will serve as a condition precedent. The Contractor shall ensure that all policies are in place for the full period under contract, and where policies need to be renewed and or any changes effected, Lepelle Northern Water is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.3.4 BLASTING INDEMNITY

BID NO.: GTAC 006-2022-23

Given by _____

*Company Registration No.: _____

Address: _____

A *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by _____ in his capacity as the Contractor _____ duly authorized.

Hereto by a resolution of the Contractor dated _____ a certified copy of which resolution is attached to this indemnity.

WHEREAS the Contractor has entered into a Contract with Lepelle Northern Water (hereinafter called the Company) for, _____ and the Company required this Indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSED that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at _____

on the _____ day of _____ 20____ in the presence of the subscribing witnesses.

AS WITNESSES

1. _____
SIGNATURE DESIGNATION OF SIGNATORY

2. _____
SIGNATURE DESIGNATION OF SIGNATORY

* Delete where not applicable

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.5 CHECKLIST

The following information MUST be completed in full and attached to the tender document:

DESCRIPTION	FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Compulsory Enterprise Questionnaire	Form T2.2.1	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Commissioner of Oaths	Form T2.2.2	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate of Attendance at Clarification Meeting	Form T2.2.3	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Record of Addenda to Tender Documents	Form T2.2.4	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Registration Certificate/Agreement/Powers of Attorney / ID	Form T2.2.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Proposed Joint Venture Agreement	Form T2.2.6	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certificate of Authority of Signature	Form T2.2.7	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)	Form T2.2.8	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of VAT Registration Certificate	Form T2.2.9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of Latest UIF Return	Form T2.2.10	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Original (or certified copy) of latest Municipal Rates and Taxes Clearance certificate or copy of valid Lease Agreement (if renting)	Form T2.2.11	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Proof of Confirmation of Employment Equity Policy from the Department of Labour	Form T2.2.12	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified Proof of Expenditure for Skills Development	Form T2.2.13	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of Letter of good standing with Compensation Commissioner or with a licensed compensation insurer	Form T2.2.14	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Certified copy of CIDB Registration Certificate	Form T2.2.15	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
CSD Report – Preferential Points System	Form T2.2.16	<input type="checkbox"/>	<input type="checkbox"/>	The tenderer will score zero (0) out of a maximum of 10 points for preference points
Pro-forma Certificate of Insurance Cover	Form T2.2.17	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Size of Enterprise	Form T2.3.18	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Current Workload	Form T2.2.19	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Form Concerning fulfilment of the Construction Regulation, 2014	Form T2.2.20	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Tax Compliance Status Form	Form T2.2.21	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Determination of Targeted Procurement	Form T2.2.22	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	FORM	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Contract Participation for Targeted Enterprises (EME and QSE)	Form T2.2.23	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive
Experience of key staff and Curriculum Vitae of key personnel	Form T2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited resources available for the scope of works
Schedule of Previous Work carried out by the Tenderer	Form T2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of the contract scope
Form of Intent to provide a Performance Guarantee	Form T2.3.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited financial stability required for the scope of works
Tenderers Bank Rating Letter	Form T2.3.4	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited financial stability required for the scope of works
Approach Paper	Form T2.3.5	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of the contract scope and/or with limited resources available for the scope of works.
Tenderers Construction Equipment	Form T2.3.6	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited resources available for the scope of works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Reasons for non-compliance:

.....
.....

Contact Details:

Office Phone No:

Cell phone No:

Email:

.....
NAME IN CAPITAL (BLOCK) LETTERS SIGNATURE

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NORTHERN WATER

BID No.: GTAC 006-2022-23

**OLIFANTSPOORT AND EBENEZER REFUBISHMENT PHASE 1A:
REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER
TREATMENT WORKS**

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

/

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INDEX

Section	Description	Page No
C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1-1
C1.2	CONTRACT DATA.....	C1.2-1
	PART 1: Data provided by the Engineer.....	C1.2-3
	PART 2: Data provided by the Contractor.....	C1.2-17
	ANNEXURE A: Form of Guarantee	C1.2-18
	ANNEXURE B: Ministerial Determination – Special Public Works Programmes	C1.2-20
	ANNEXURE C: Health and Safety Specifications by the Employer	C1.2-29
	ANNEXURE D: Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)	C1.2-30
	ANNEXURE E: Environmental Management Plan	C1.2-31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 in respect of the following works:

CONTRACT NO.: GTAC 006-2022-23: OLIFANTSPORT AND EBENEZER REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS

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

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

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

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

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

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

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of organisation:

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

Signature and name of witness:

Signature:

Name:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in, including drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C5:

- Part T1 Tendering Procedures
- Part T2 Returnable Documents and Schedules
- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information
- Part C5 Annexures

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

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

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

Signature:

Name(s):

Capacity:

Name and address of organisation:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....

Signature and name of witness:

Signature:

Name:

Date:

Signature:

Name:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

a) **Subject**

Details.....

b) **Subject**

Details.....

c) **Subject**

Details.....

d) **Subject**

Details.....

****Please attach additional if applicable.***

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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For the Tenderer:

For the Employer:

..... Signature

.....

..... Name

.....

..... Capacity

.....

Name and address of organisation:

Name and address of organisation:

.....

.....

.....

.....

.....

.....

..... **Witness signature**

.....

..... Witness name

.....

..... Date

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CONFIRMATION OF RECEIPT

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

the _____ (day) of _____ (month) 20____ (year) at _____ (place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness

Signature

Name

Signature

Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure A:

Form of Tenderers Offer for the Time for Completion of the Whole of the Works

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

Contract No.: GTAC 006-2022-23: OLIFANTSPORT AND EBENEZER REFUBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS

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

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

THE OFFERED TIME FOR COMPLETION OF THE WHOLE OF THE WORKS IS:

.....in words);

.....(in figures and words)

Signature(s)

Name(s)

Capacity

For the
tenderer:

*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

INDEX

Section	Description	Page No
C1.2.1	GENERAL CONDITIONS OF CONTRACT	C1.2-1
C1.2.2	VARIATIONS AND ADDITIONS TO THE GENERAL CONDITIONS OF CONTRACT (PARTICULAR CONDITIONS)	C1.2-2



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are:

- the “General Conditions of Contract”
as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition (2015)”, published by the South African Institution of Civil Engineering (SAICE) as the August 2015 print edition, hereinafter referred to as “GCC 2015”; and
- specific data as contained in this Contract Data

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House 1685
South Africa
Tel +27 (0)11 805 5947

All of the following Notes shall apply:

Note 1

- The GCC 2015 makes several references to the Contract Data. The Contract Data shall take precedence over the GCC 2015 in the interpretation of any ambiguity or inconsistency.
- Each item of data below is cross-referenced to the clause in the GCC 2015 to which it applies.
- The documents forming the Contract are to be taken as mutually explanatory of one another.

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.

CORRIGENDA TO GCC 2015 BY SAICE

All updates, errata, corrections and other amendments to GCC 2015 published or prepared and released to purchasers of the GCC 2015 publication by SAICE, either on their website or otherwise, prior to the base month of this Contract, shall be deemed to form part of GCC 2015.

Each party to the Contract shall purchase its own copy of such updates, errata, corrections and other amendments to GCC 2015.

CORRIGENDA TO GCC 2015 BY THE EMPLOYER

None.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2 CONTRACT DATA

In terms of **Clause 1.1.1.8** of the GCC 2015, the following Contract Data apply to this Contract.

The Contract Data consists of two parts:

- Part 1: Information provided by the Employer,
- Part 2: Information to be provided by the Contractor.

Part 1: Data Provided by the Employer

CLAUSE No	HEADING				
1	GENERAL				
1.1.1.12	The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.				
1.1.1.13	The Defects Liability Period is 365 days.				
1.1.1.14	The time for achieving Practical Completion for the whole of the Works is ten (10) months .				
1.1.1.15	The name of the Employer is Lepelle Northern Water (LNW)				
1.1.1.16	<p>Full names of the Employer's Agent:</p> <p>Name: Francis Chinyowa</p> <p>Contact No: 012 945 9009</p> <p>Email address: fchinyowa@sigodimarah.co.za</p> <p>In terms of the Council for the Built Environment Act, Act 43 of 2000, the full name of all relevant statutory councils where the Employer's Agent is registered as a professional person, and the relevant category:</p> <ul style="list-style-type: none"> • Engineering Council of South Africa (ECSA), established by the Engineering Profession Act, 2000; • Category of professional registration of the Employer's Agent: Professional Engineer 				
1.1.1.26	The Pricing Strategy is Re-measurement Contract.				
1.2.1.2	<p>The address of the <u>Employer</u>:</p> <table border="0"> <tr> <td style="vertical-align: top;"><u>PHYSICAL</u></td> <td style="vertical-align: top;"><u>POSTAL</u></td> </tr> <tr> <td>Lepelle Northern Water 1 Landros Mare Street Polokwane</td> <td>Lepelle Northern Water 1 Landros Mare Street Polokwane, 0699</td> </tr> </table>	<u>PHYSICAL</u>	<u>POSTAL</u>	Lepelle Northern Water 1 Landros Mare Street Polokwane	Lepelle Northern Water 1 Landros Mare Street Polokwane, 0699
<u>PHYSICAL</u>	<u>POSTAL</u>				
Lepelle Northern Water 1 Landros Mare Street Polokwane	Lepelle Northern Water 1 Landros Mare Street Polokwane, 0699				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE No	HEADING														
	<p>The address of the <u>Employer's Agent</u> is :</p> <table border="0"> <tr> <td><u>PHYSICAL</u></td> <td><u>POSTAL</u></td> </tr> <tr> <td>Sigodi Marah Martin .</td> <td>Sigodi Marah Martin</td> </tr> <tr> <td>Management Support (Pty) Ltd</td> <td>Management Support (Pty) Ltd</td> </tr> <tr> <td>16 Blue Jay Street</td> <td>16 Blue Jay Street</td> </tr> <tr> <td>Rooihuiskraal</td> <td>Rooihuiskraal</td> </tr> <tr> <td>Centurion, 0157</td> <td>Centurion, 0157</td> </tr> <tr> <td>Tel: +27 12 945 9009</td> <td><u>E-MAIL: fcinyowa@sigodimarah.co.za</u></td> </tr> </table>	<u>PHYSICAL</u>	<u>POSTAL</u>	Sigodi Marah Martin .	Sigodi Marah Martin	Management Support (Pty) Ltd	Management Support (Pty) Ltd	16 Blue Jay Street	16 Blue Jay Street	Rooihuiskraal	Rooihuiskraal	Centurion, 0157	Centurion, 0157	Tel: +27 12 945 9009	<u>E-MAIL: fcinyowa@sigodimarah.co.za</u>
<u>PHYSICAL</u>	<u>POSTAL</u>														
Sigodi Marah Martin .	Sigodi Marah Martin														
Management Support (Pty) Ltd	Management Support (Pty) Ltd														
16 Blue Jay Street	16 Blue Jay Street														
Rooihuiskraal	Rooihuiskraal														
Centurion, 0157	Centurion, 0157														
Tel: +27 12 945 9009	<u>E-MAIL: fcinyowa@sigodimarah.co.za</u>														
1.2.1.3	Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.														
1.2.1.4	Posted to the Contractor's address and delivered by the postal authorities.														
1.2.1.5	Delivered by a courier service and signed for by the recipient or his representative.														
1.3.2	The governing law is the law of the Republic of South Africa														
1.3.3	The language of contract and for all written communication is English														
1.3.6	The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.														
4.3.1.1	<p>Expanded Public Works Programmes</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>														
4.3.1.2	<p>OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days of the Commencement Date.</p>														
4.3.1.3	Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.														

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE No	HEADING
4.3.1.4	<p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.1.5	<p>Contractor's Designer</p> <p>The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.4.2	<p>The Employer's Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer's Agent's, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Employer's Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.</p>
4.10	<p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5	TIME AND RELATED MATTERS
5.3.1	<p>The Contractor shall commence executing the works within a period of 21 working days from the date of the written instruction by the Employer's Agent unless otherwise agreed.</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Insurance (Refer to Clause 8.6) • Training Program • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) • Performance Guarantee (Refer to Clause 6.2.1)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE No	HEADING
5.3.1	The documentation to be provided by the Employer to the Contractor before commencement with Works execution is <ul style="list-style-type: none"> Construction Permit in terms of the Construction Regulations, 2014
5.3.2	The time to submit the documentation by either party required before commencement with Works execution is 14 Days.
5.6.2.6	The Contractor shall deliver his/her detailed cash flow forecast within 14 days of the Commencement Date or as requested by the Employer's Agent.
5.7.1	No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	The non-working Days are Sundays The special non-working Days are: <ul style="list-style-type: none"> Any statutory public holiday in terms of the Public Holidays Act, and, where such statutory public holiday falls on a Sunday, and the next Monday subsequently becomes a statutory public holiday in terms of the Public Holidays Act, then both the relevant Sunday and the relevant Monday shall be special non-working days under the contract; proclaimed statutory day of mourning which is proclaimed as a statutory public holiday any proclaimed statutory election day which is proclaimed as a statutory public All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is 0.02% of the Contract Price per calendar day or 0.02% of the Contract Price of the portion for which Practical Completion has not been certified. All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his/her possession that are or may become due to the Contractor. The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his/her obligation to complete the Works, nor from any of his/her obligations and liabilities under the Contract. The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.1.3.5.
5.16.3	The latent defect period is 10 years for the civil and structural engineering works The latent defect period is 3 years for the mechanical and electrical engineering works commencing on the Day after the date of certification of Practical Completion.
6	PAYMENT AND RELATED MATTERS
6.1.1	Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE No	HEADING
6.1.2	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the Employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer.
6.2.1	<p>The form of Security for this Contract will be a Performance Guarantee. The Contractor shall deliver his/her guarantee within 14 days of the Commencement Date. The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A. The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.</p>
6.2.2	Delete this Clause
6.5.1.2.3	The percentage allowance to cover overhead charges is 10% for labour and materials.
6.8.2	<p>Contract Price adjustment Schedule for the works <i>Replace the descriptions of all the indices with the following descriptions:</i></p> <p>"L" is the "Labour Index" and shall be the Consumer Price Index for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Additional Tables: Table 14 "CPI – all items according to area" of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the Producer Price Index applicable to the appropriate Construction Equipment as stated in the Contract Data and as published in the Statistical Release P0151, Table 4 of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the Producer Price Index applicable to the appropriate materials as stated in the Contract Data and as published in the Statistical Release P0151, Table 3 or Table 4 of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the area as stated in the Contract Data and as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.'</p> <p>The values of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.15</p> <p>The values of the coefficients are:</p> <p>a = 0.15 b = 0.20 c = 0.55 d = 0.10</p> <p>The base month shall be taken as 30 days before the closing date for tenders.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE No	HEADING
	The Site or largest part thereof shall be deemed to be located in the national province of Limpopo.
6.10.1.5	The percentage advance on materials not yet build into the Permanent Works is 80% in terms of Clause 6.10.2. Proof of ownership is required.
6.10.3	The percentage retention money is 10 % of the Certificate Value The limit of retention money 10% of Contract Price
6.10.4	Payments Add the following at the end of Sub-Clause 6.10.4: <i>“No minimum amount of interim payment certificate will be applicable.”</i>
6.10.5.3	Defects Liability Period will be 12 months.
8	RISKS AND RELATED MATTERS
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 1 000 000.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 for any single claim. The number of claims during the construction and Defects Liability Period shall be unlimited.
8.6.1.5	In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required: Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses
8.6.6	Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within fourteen (14) days of the Date of Commencement.
8.6.8	Manufacturing and/or fabrication and storage at premises other than the Site <i>Add the following new Sub-Clause 8.6.8:</i> <i>“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.”</i>
10	CLAIMS AND DISPUTES
10.5.3	The number of Adjudication Board Members to be appointed: one.
10.7.1	The determination of disputes shall be by arbitration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Additional clauses to the General Conditions of Contract applicable to this contract

Clause	Data
1.1 1.1.1.35 1.1.1.36 1.1.1.37	<p>Definitions</p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p> <p>“Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means “Employer”.</p> <p>“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means “Contractor”.</p> <p>“Designer”, as used in the Occupational Health and Safety Act - Construction Regulations, means “Employer’s Agent”.</p>
4.12 4.12.4	<p>Contractor’s superintendence</p> <p><i>Add the following at the end of Sub-Clause 4.12:</i></p> <p>Health & Safety Officer</p> <p>“It is a requirement of this Contract that the Contractor provides a Health & Safety Officer (HSO) on the project. The duties and qualifications of the HSO are described in the Scope of Work (Section C3.5). The CV and credentials shall be submitted for approval by the Employer’s Health & Safety agent.</p> <p>Failure by the Contractor to provide a suitable HSO shall be deemed to be a reason justifying termination by the Employer under Sub-Clause 9.2.1, with specific reference to Sub-Clause 9.2.1.3.5.”</p>
6.2 6.2.4	<p>Security</p> <p><i>Add the following at the end of Sub-Clause 6.2:</i></p> <p>“The Performance Guarantee shall have the same wording as the document included as Form T2.2.21 (Performance Guarantee) under Part T2.2 of the document.</p> <p>The amount of the Guarantee is to be 10% of the Contract Price.</p> <p>Failure by the Contractor to provide a suitable Guarantee within this timeframe shall be deemed to be a reason justifying termination by the Employer under Sub-Clause 9.2.1, with specific reference to Sub-Clause 9.2.1.3.2.”</p>
11.1	<p>The Contractor shall price the standing time items included in the Pricing Data and set out all labour and equipment he proposes to use in the execution of the Contract and their respective daily rates in a Schedule attached to this tender.</p> <p>These rates shall only be subject to escalation if the Contract is subject to escalation, failing which they will be fixed for the duration of the Contract including any extension of time that may be granted in accordance with the provisions of the Contract.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
11.1	<p>Contractor's Plant : The standing time rates shall be the total cost to the Employer in respect of any standing time incurred by the Contractor and shall include for all Contractor's profits, overheads, transport to site, establishment on site, removal from site, supervision, hire rates, fuel, oil, maintenance and servicing, associated items such as slings, jackets, etc. test certificates, operator costs (including overtime and Sunday time), accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel.</p> <p>Contractor's Labour : The standing time rates shall be the total cost to the Employer in respect of standing time of labour and shall include for all Contractor's profits, overheads, establishments, supervision, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the categories of labour detailed, and for hand and small tools such as cutting and welding torches, angle grinders, drilling machines, etc. and consumables normal to the trade or labour category.</p>
11.2	<p>Where the Contractor has not inserted rates for specific labour or plant, that could reasonably have been foreseen at tender stage, the Engineer shall have the sole discretion, in the event of such foreseeable labour and plant becoming necessary, to set a rate that is in his opinion the most appropriate for such labour or tradesmen.</p> <p>No additional Preliminary and General costs shall be paid for standing time as these costs shall be deemed to be covered for in the rates and prices for Preliminary and General items</p>
11.3	<p>The payment of any standing time by the Employer shall be subject to the Contractor demonstrating that it has a valid claim in terms of Sub-Clause 10.1 'Contractor's claim'.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Contractor

The Contractor is advised to read the General Conditions of Contract, as specified in Part 1, in order to understand the implications of this Data which is required to be completed.

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

CLAUSE NUMBER	HEADING
1	GENERAL
1.1.1.9	The name of the Contractor is :
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>e-mail address:</p> <p>.....</p> <p>Contact numbers:</p> <p>Corporate:</p> <p>Direct:</p> <p>Mobile:</p> <p>E-mail:</p>

Signature of Tenderer

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure A: Form of Guarantee

**WHEREAS the LEPELLE NORTHERN WATER
(Hereinafter referred to as “the Employer”)** entered into a Contract with

_____ **(Hereinafter called “the Contractor”)** on the day of

**BID NO.: GTAC 006-2022-23: OLIFANTSPOORT AND EBENEZER REFURBISHMENT PHASE 1A:
REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS**

at the Capricorn District Municipal area

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 excision 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 authorised 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 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 sum of R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as:

Address of Contractor:

In witness where of this guarantee has been executed by us

at _____ on this _____ day of _____ 20__

Signature _____ Date _____

Name _____

Duly authorised to sign on behalf of _____

Address _____

AS WITNESSES

Witness 1

Signature _____ Date _____

Name _____

Witness 2

Signature _____ Date _____

Name _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GUARANTEE FOR EXECUTION OF THE CONTRACT TO BE ATTACHED

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure B: Ministerial Determination Special Public Works Programmes

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No. 35310

GOVERNMENT GAZETTE, 4 May 2012

DEPARTMENT OF LABOUR

No. R 347

4 May 2012

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

MINISTERIAL DETERMINATION: EXPANDED PUBLIC WORKS PROGRAMMES

I, Nelisiwe Mildred Oliphant, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

NM Oliphant
Minister of Labour

SCHEDULE

MINISTERIAL DETERMINATION No 3: EXPANDED PUBLIC WORKS PROGRAMMES

Index

1. Definitions
2. Application of this determination
3. Sections not applicable to public works programmes
4. Conditions

1. Definitions

1.1 In this determination –

“expanded public works programme” means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute expanded public works programmes:

- (a) Environment and Culture Sector Programmes including: Working for water, Working for Fire, Working for Wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for Coast, Land care, Working for Waste, Working for Tourism, Investing in Culture Programmes.
- (b) Infrastructure Sector Programmes and Projects declared as part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based projects.
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non-governmental organisations (NGO) and Community Based Organisations (CBO) and Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works.

2. Application

This Determination applies to all employers and employees engaged in expanded public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

- 3.1 Section 10(2) (Overtime rate)
- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes)
- 3.12 Section 29(h) to (p) (Written particulars of employment)
- 3.13 Section 30 (Display of employee's rights)
- 3.17 Section 37 (Notice of termination)
- 3.21 Section 41 (Severance pay)
- 3.23 Section 51 – 58 (Sectoral Determinations)

4. Conditions

As set out in the Annexure:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE

CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “department” means any department of the State, implementing agent of contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on a EPWP are employed on a temporary basis.

3. Normal hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and for more than eight hour on any day
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

8. Sick Leave

- 8.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- 8.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.
- 8.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 8.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 8.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- 8.7 An employer must pay a worker sick pay on the worker’s usual payday.
- 8.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
 - (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period
- 8.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 8.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Disease Act.

9. Maternity Leave

- 9.1 A worker may take up to four consecutive months’ unpaid maternity leave.
- 9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.4 A worker is not required to take the full period of maternity leave. However, a worker may not

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

work for four weeks before the expected date of birth of her child or for six weeks after the birth of their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth;
- (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their unborn child; or
 - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10. Family responsibility leave

10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

11.1 An employer must give a worker a statement containing the following details at the start of employment -

- (a) the employer's name and address and the name of the EPWP.
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

An employer must ensure that these are explained in a suitable language to any employee who is unable to read the statement. An employer must supply each worker with a copy of these conditions of employment.

12. Keeping Records

12.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position,
- (b) Copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker,
- (d) in the case of a time-rated worker, the time worked by the worker,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the EPWP.

Payment

13.

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.2 A task-rated worker will only be paid for tasks that have been completed.
- 13.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer
- 13.4 A time-rated worker will be paid at the end of each month.
- 13.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker’s working hours or within fifteen minutes of the start or finish of work.
 - (c) In a sealed envelope which becomes the property of the worker.
- 13.7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker’s earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 13.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 13.9 If a worker’s employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. Deductions

- 14.1 An employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.
- 14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 14.3 An employer who deducts money from a worker’s pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned
- 14.4 An employer may not require or allow a worker to –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

15. Health and Safety

- 15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 15.2 A worker must –
- (a) Work in a way that does not endanger his/her health and safety or that of any other person
 - (b) Obey and health and safety instruction obey all health and safety rules of the EPWP
 - (c) Use any personal protective equipment or clothing issued by the employer.
 - (d) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16. Compensation for Injuries and Diseases

- 16.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

A worker must report any work-related injury or occupational disease to their employer or manager. The employer must report the accident or disease to the Compensation Commissioner.

An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

17. Termination

- 17.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 17.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

18. Certificate of Service

18.1 On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP; and
- (g) any other information agreed on by the employer and worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure C

Occupational Health and Safety Act: OH&S Specifications by the Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure D:

Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Each party to the Contract shall purchase its own copy of "Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), Third Edition, June 2015."

D. REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the neediest households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: 20

1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) Brief EPWP workers on the conditions of employment;
- (b) Enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) Keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) Ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R 208 per task (for task-rated workers); (Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor’s obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) Ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) Pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) Ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) Implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) Ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) Provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) Provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) Assist in the assessment of participants with regard to their competencies;
- (i) Provide overall supervision and day-to-day management of participants; and
- (j) Implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
- Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
- Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;
 - Kidney belts;
 - Safety harnesses; and
 - Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- Where the employee requests the issue of additional PPE in excess of what is prescribed;
- Where the employee has patently abused or neglected the issued PPE leading to early failure; or
- Where the employee has lost the issued PPE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.

1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. NATIONAL YOUTH SERVICE (NYS)

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause 1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

2.3 Employer's Project Manager

The Contractor shall be required to liaise closely with the Employer's Project Manager who is responsible for the recruitment and training of the NYS workers.

2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's Project Manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 5 youths for the first 6-month cycle only, followed by the employment of 5 different youths for the second 6-month cycle only.

2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this section: Particular Specifications.

2.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) Employ all participants on the list provided by the Employer's project manager;
- (b) Brief NYS workers on the conditions of employment;
- (c) Enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) Keep personnel files for all NYS workers and make copies available to the Employer's PROJECT MANAGER if and when requested; and
- (e) Ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause 1.5 above.

2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (f) An induction into NYS and EPWP;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (g) Life skills training;
- (a) Technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (b) Entrepreneurship and business skills training.

All training will be arranged by the Employer's Project Manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's Project Manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause 4 below).

2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) Ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) Pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) Ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) Implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) Ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) Provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) Provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) Assist in the assessment of participants with regard to their competencies in their respective trades;



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (i) Provide overall supervision and day-to-day management of participants; and
- (j) Implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

2.9 Apparel and tools for NYS workers

The content of clause 1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) Apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) The required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) Additional PPE may be required depending on the NYS worker's specific trade;
- (d) Certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) Separate payment items have been provided in the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause 1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Schedule of Quantities for this purpose.

2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

3. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

3.1 Type of project data required per project

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

3.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, and education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) Certified ID copies of all local labour employed as EPWP participants;
- c) Attendance registers for the EPWP participants;
- d) Proof of payment of EPWP participants; and
- e) Information as required in terms of the EPWP Data Collection Tool template.

4. PROVISION OF STRUCTURED TRAINING

4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.

The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. (Note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ENTREPRENEURIAL SKILLS TRAINING

Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saga.org.za):

CONSTRUCTION SKILLS TRAINING

Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) The provision of the trainers;
- (b) The provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) The provision of all necessary stationery, consumables and study materials;
- (d) The transportation of the learners to and from the training facility;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) The provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) Additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01 (a), (b) and (c) in the schedule of quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- The name of the Contractor;
- The name of the project / contract;
- The name of the employee;
- The nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- The nature and extent of training provided to the EPWP participant; and
- The dates of service.

4.6 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

Compiler to adjust the specified quantities below, as necessary, if training for significantly smaller or larger numbers of learners than 25 is required.

(a) Lecture room (interior area)	=	48 m ²
(b) Ablutions (male)	=	6 m ²
(c) Ablutions (female)	=	6 m ²
(d) Chairs for learners (individual chairs, with backs)	=	25 off
(e) Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f) Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g) Table area for trainers and management	=	3 m ²
(h) 220/250 volt power points	=	6 off
(i) Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j) Single incandescent light fittings complete with 100 watt globes	=	4 off
(k) Wash hand basins complete with taps and drains	=	4 off
(l) Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m) Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n) Voltage stabilizers	=	2 off
(o) Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p) White boards (3 m x 1,5 m)	=	1 off
(q) Venetian blinds	=	12 m ²

4.7 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or reos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) Transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

5. COMMUNITY LIAISON

(a) Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- Assisting with community liaison and the resolution of community disputes;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- Advising on and monitoring labour issues; and
- Assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

5.1 Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- Represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- Communicate daily with the contractor on labour related issues such as numbers and skill;
- Assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- Inform local labour of their conditions of employment, including their period of employment;
- Attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- Attend all meetings at which the community and/or local labour are present or are required to be represented;
- Attend monthly site meetings to report on community and local labour matters;
- Keep a daily written record of interviews and community liaison;
- Submit monthly returns regarding community liaison; and
- Carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in SECTION 1200A of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

7. Labour

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

7.1 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
- Installation of prefabricated kerbs;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layer works materials to the extent scheduled;
- Spreading of stabilising agent;
- Maintenance patching of surfacing;
- Slurry seal surfacing;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

8. MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS

Where possible, the contractor shall source material from within 20-40km of the site utilizing local labour. The material which may be sourced from site includes:

5. MEASUREMENT AND PAYMENT

Item	Unit
5.01 Provision of the training venue facility, including the cost of transporting the learners to and from this facility.....	lump sum (Sum)

The tendered lump sum for sub item 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item	Unit
5.02 Training of learners employed by the main Contractor or by the Targeted Enterprise subcontractors:	
(a) Generic skills:	
(i) Training costs.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of sub-item F5.02 (a)(i) above	percentage (%)
(b) Entrepreneurial skills:	
(i) Training costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(b)(i) above.....	percentage (%)
(c) Construction skills:	
(i) Training costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above.....	percentage (%)
(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:	
(i) Transportation and accommodation costs	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.02(d)(i) above.....	percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

NOTE TO COMPILER:

Item	Unit
5.03	Payments associated with the NYS programme only:
(a) Employment of NYS workers	provisional sum (Prov sum)
(b) Provision of tools and apparel for the NYS workers	provisional sum (Prov sum)
(c) Handling costs and profit in respect of sub-items F5.03(a) and (b) above.....	percentage (%)
(d) Training of NYS workers:	
(i) Provision of training for the NYS workers.....	provisional sum (Prov sum)
(ii) Handling costs and profit in respect of subitem F5.03(d)(i) above.....	percentage (%)
(e) Liaison with the Employer's project manager and the training service provider:	
(i) Liaison conducted by the Construction Manager	hour (h)
(ii) Liaison conducted by the senior site foreman	hour (h)

The provisional sums provided under sub-items 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The tendered percentage under subitem 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum sub-items 5.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

The provisional sum provided under subitem 5.03(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for sub-items 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure E: Environmental Authorisation and Environmental Management Plan (EMP)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE NORTHERN WATER

BID No.: GTAC 006-2022-23

OLIFANTSPORTS AND EBENEZER REFURBISHMENT PHASE 1A: REPLACEMENT OF PIPELINES AND REFURBISHMENT OF WATER TREATMENT WORKS

PORTION 2: CONTRACT

PART C2: PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2 PRICING DATA

INDEX

Section	Description	Page No
C2.1	PRICING INSTRUCTIONS.....	C2.1-1
C2.2	BILL OF QUANTITIES.....	C2.2-1
C2.3	SUMMARY OF BILL OF QUANTITIES.....	C2.3-1
C2.4	BANKING DETAILS.....	C2.4-1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The method of measurement published by:

- “South African Bureau of Standards: Standardized Specifications for Civil Engineering Construction”, (SANS 1200); and/or
- “South African Bureau of Standards: South African National Standard Set: Construction Works”, (SANS 2001); and/or
- COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition); and/or
- any other project specific specification bound into this document, subject to the variations and amendments contained in section C3.5 shall be applicable to this contract.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter “PS”. The same applies to new clauses added to the standard specification.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In the event that the LI items are not adding to the targeted Contractors Participation Goal (CPG) the onus is with the Contractor construct other activities labour intensively to reach the targeted CPG goal.

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-
metre					
m ³ -km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done.
- 3.3 All the work of a specific part may be allocated to one contractor by the Client or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. 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.

4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
 - 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
 - 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
 - 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
 - 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
 - 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
 - 4.10 If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2: BILL OF QUANTITIES

Section 1: Preliminary and General (Part A, B and C)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1: PRELIMINARY & GENERAL -SANS 1200A / 1200AB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.1	PSA8.3	Scheduled Fixed-Time Charge Items				
1.1.1	PSA8.3.1	Fixed Preliminary and General charges	Sum	1		
	SANS 1200AB					
1.1.2	8.2.1	Establishing Facilities for Engineer	Sum	1		
	SANS 1200A					
1.1.3	8.3.2.2	Establishing Facilities for Contractor	Sum	1		
1.1.4	8.3.3	Other Fixed-charge Obligations	Sum	1		
1.1.5	8.3.4	Removal of Site Establishment	Sum	1		
1.1.6	PSA8.8	The preparation of risk assessments, safe work procedures, and plan. Provision of Personal Protection Equipment and Clothing and any other health and safety matters according to the Project specifications	Sum	1		
1.1.7	PSA8.9	Compliance with Environmental Management Plan	Sum	1		
1.2	PSA8.4	Scheduled Time Related Items				
1.2.1	PSA8.4.1	Time related preliminary and general	Sum	1		
	SANS 1200AB					
	8.2.1	Operation and Maintenance of Facilities for Engineer	Sum	1		
	SANS 1200A					
1.2.2	8.4.2.2	Operation and Maintenance of Facilities for Contractor	Sum	1		
1.2.3	8.4.3	Supervision for The Duration of Construction	Sum	1		
1.2.4	8.4.4	Company and Head office Overhead for Duration of Construction	Sum	1		
1.2.5	8.4.5	Other Time-related Obligations	Sum	1		
1.2.6	PSA8.4.5.1	Supervision and Training of Nominated Sub-contractors	Sum	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1: PRELIMINARY & GENERAL -SANS 1200A / 1200AB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
1.2.7	PSA8.4.5.2	Salary for Labour Desk office and Community Liaison officer	Sum	1		
1.2.8	PSA8.4.5.3	Artisans and Skills accredited Training	Sum	1		
1.2.9	PSA8.4.5.4	Specialised Services	Sum	1		
1.2.10	PSA8.8	Full Compliance with all Health and Safety specifications	Sum	1		
1.3	PSA8.5	Sums Stated Provisionally by Engineer				
1.3.1		Cellular communications and data bundles	Prov Sum	1	24 000,00	24 000,00
1.3.2		Supply of computer, printer and associated equipment to become property of the Engineer at the end of the Contract	Prov Sum	1	45 000,00	45 000,00
1.3.3	PSA8.5.1	Works Executed by the Contractor	Prov Sum	1	50 000,0	50 000,00
1.3.4		Relocation of Existing Services (inclusive all Discussions, Liaison, Labour and Material)	Prov Sum	1	150 000,0	150 000,00
1.3.4	8.8.5 (a)	Search for and Record Trigonometrically Survey Beacons, Bench Marks and Plot Boundary Pegs, and Expose on Completion of Works	Prov Sum	1	10 000,0	10 000,00
1.3.5		Electromechanical Refurbishment and Repairs of 10ML Package Plant including valves replacement and pipeworks. Testing and Commissioning of Package Plant including all 'As Built' Drawings and Manuals (3-Sets Hard Copies and 1-Set Soft-copy on USB)	Prov Sum	1	6 500 000,0	6 500 000,00
1.3.6		Percentage (%) mark-up on item 1.3.1 to 1.3.5 above for Contractor's overheads, administration charges and profit	%	10	6 779 000,0	677 900,00
1.4	PSA8.6	Prime Cost Sums				
1.4.1	PSA8.6 (a)	Allowance for accredited training	PC Sum		650 000,0	650 000,00
1.4.2	PSA8.6 (a)	Community Liaison Officers (CLO)	PC Sum	1	360 000,0	360 000,00
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1: PRELIMINARY & GENERAL -SANS 1200A / 1200AB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
1.4	PSA8.6	Prime Cost Sums				
1.4.1	PSA8.6 (a)	Allowance for accredited training	PC Sum		650 000,0	650 000,00
1.4.2	PSA8.6 (a)	Community Liaison Officers (CLO)	PC Sum	1	360 000,0	360 000,00
1.4.3		Construction Management Assistance for Emerging Contractors	PC Sum	1	1 500 000,0	1 500 000,00
1.4.4		Preliminary and General for Emerging Contractors	PC Sum	1	3 700 000,0	3 700 000,00
1.4.5		Percentage (%) mark-up on item 1.4.1 to 1.4.4 above for Contractor's overheads, administration charges and profit (a) Using The Contractor's Labour force	%	10	6 210 000,0	621 000,00
1.5.1		1. Labourer	hour	200		
1.5.2		2. Driver	hour	100		
1.5.3		3. Operator	hour	50		
1.5.4		4. Artisan	hour	50		
1.5.5		5. Welder	hour	50		
1.5.6		6. Foreman	hour	50		
1.5.7		7. Security Guard	day	50		
		(b) Using Contractor's Plant				
1.5.8		1. Ldv (1 ton)	hour	200		
1.5.9		2. Flat Truck (3 to 5 ton)	hour	50		
1.5.10		3. Tip Truck (10m3)	hour	50		
1.5.11		4. Backhoe	hour	50		
1.5.11		4. Backhoe	hour	50		
1.5.12		5. Trench Vibrating Roller	hour	50		
1.5.13		7. Air compressor, including all tools (Drills, Jackhammers, etc)	hour	50		
1.5.14		8. Pump, including all Necessary Hosing and Pipes	hour	200		
1.5.15		9. Concrete Mixer	hour	20		
1.5.16		10. Water Truck (10 000 L)	hour	50		
Total Section 1 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A: Specon Pipeline Replacement Phase

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB						
ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.1	8.3.1	Site Clearance				
2.1.1	8.3.1 (a)	Clear Vegetation and Trees of Girth Up to 1m (4m Wide Strip)	m	7 020		
2.1.2	8.3.1 (b)	Clear Trees of Girth Over 1,0 m and Designated Obstacles	No	5		
2.1.3	PSDB 8.3.1 (c)	Remove topsoil (strip to 150 mm Deep x 3 m wide), Stockpile, Prevent Dust Nuisance and Reinstate on Upon Completion	m ²	21 060		
2.2	8.3.2	Excavation				
	8.3.2 (a)	Excavate in all Materials for Trenches, Backfill, Compact and Dispose of Surplus Material with Depth Over and Up to:				
2.2.1		1.0 m 2.0 m	m ³	9 000		
2.2.2		2.0 m 3.0 m	m ³	22 000		
2.2.3		3.0 m 4.0 m	m ³	300		
2.2.4		4.0 m 5.0 m	m ³	350		
2.2.5		5.0 m 6.0 m	m ³	100		
	PSDB 8.3.2	Extra-over Item (a) above for:				
2.2.6	8.3.2 (b) (2)	Hard Rock Excavation	m ³	8 010		
2.2.7	PSDB 8.3.2	Excavate and Dispose of Boulders Class A	m ³	80		
2.2.8	8.3.2 (c)	Excavate and Dispose of Unsuitable Material From Trench Bottom (provisional)	m ³	1 588		
2.3	8.3.3	Excavation ancillaries				
	8.3.3.1	Make Up Deficiency in Backfill Material (provisional)				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
2.3.1	8.3.3.1 (a)	From Other Necessary Excavations On Site	m ³	4 290		
2.3.2	PSDB	Compaction in Road Reserves				
2.3.2.1	8.3.3.3 (a)	Under roadways to 93% MOD AASHTO	m ³	250		
2.3.2.2	8.3.3.3 (b)	Elswhere to 93% to MOD AASHTO	m ³	60		
2.4	8.3.5	Existing Services that intersect or adjoin Pipe Trench				
	8.3.5(a)	Services That intersect a Trench				
2.4.1		1) Stock Fences	No	10		
2.4.2		2) Storm Water Pipes	No	3		
2.4.3		3) Water Pipes	No	2		
2.4.4		4) Overhead Electrical Lines	No	3		
2.4.5		5) Overhead Telephone Lines	No	2		
2.4.6		6) Gravel Roads	No	11		
	8.3.5 (b)	Services That adjoin a Trench				
2.4.7		1) Stock Fence	m	100		
2.4.8		2) Water / Storm Water Pipes	m	50		
2.4.9		3) Overhead Electrical Lines	m	100		
2.4.10		4) Overhead Telephone Lines	m	30		
2.5	8.3.6	Finishing				
	8.3.6.1	Reinstate Road Surfaces Complete				
2.5.1	8.3.6.1 (a)	Gravel Road Surfaces	m ²	200		
2.5.2	8.3.6.1 (c)	Tarred Road Surfaces (30mm thick)	m ²	90		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
2.6	PSDB 8.3.7	Accommodation of traffic including bypass and signage	Sum	1		
3.1	8.2.1	Steel Pipes				
3.1.1		Supply, Lay, Bed, Join and Test 800 ND / 6 mm Wall Thickness Grade X42 Beveled Steel Pipes, Pipes are to be Welded with Coating and Lining as per PSCL Particular Specifications	m	7 050		
3.2	8.2.2	Steel Bends				
3.2.1		Extra-Over for Item 3.1.1 to Supply, Lay, Join, Test and Bed 800 mm ND / 6 mm Wall Thickness Grade X42 Steel Bends with Solvent Free Liquid Epoxy Lining and Coating as per PSCL Particular Specifications for The Following:				
3.2.1.1.		0° - 5°	No	15		
3.2.1.2		5° - 15°	No	7		
3.2.1.3		15° - 45°	No	6		
3.2.1.4		45° - 60°	No	4		
3.2.1.5		60° - 90°	No	2		
3.3	8.2.2	Connection Fittings (Start & End)				
3.3.1		Extra-Over for Item 3.1.1 to Supply, Lay, Join, Test and Bed 800 mm ND / 6 mm Wall Thickness Grade X42 Steel Fittings with Solvent Free Liquid Epoxy Lining and Coating as per PSCL Particular Specifications for The Following:				
3.3.1.1		Lateral Tee (800mm ND, 45° Angle)	No	2		
3.3.1.2		Dismantling Coupling (800mm ND)	No	2		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L						
ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.3.1.3		Blank Flange (800mm ND)	No	2		
3.4	PSL 8.2.3	VALVE CHAMBERS				
3.4.1		Air Valve Chambers				
3.4.1.1		Air Valve Chamber - PN25 , Complete as Shown on Drawing P1001-OL1EM-CIV-3221. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = Fixed at 2m	No	13		
3.4.1.2		Extra Over 3.4.1.1 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1301 Air Valve Details for Supply and installation of Air Valve Chamber pipeworks and specials				
3.4.1.2.1		AV 1: 800mm X 600mm Unequal Tee	No	13		
3.4.1.2.2		AV 2: 600mm Blank Flange with 150mm	No	13		
3.4.1.2.3		AV 3: 150mm RSV Gate Valve	No	13		
3.4.1.2.4		AV 4: 150mm Air Valve	No	13		
3.4.2		Scour Valve Chambers				
3.4.2.1		Scour Valve Chamber Type-C for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3224. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 3.5m	No	1		
3.4.2.2		Extra Over 3.4.2.1 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1305 and 1306 for The Scour Valve Chamber				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.2.2.1		CSV 1: 800mm X 600mm Reducer	No	2		
3.4.2.2.2		CSV 2: 600mm ND Straight Section	No	2		
3.4.2.2.3		CSV 3: 600mm X 600mm X 350mm X	No	2		
3.4.2.2.4		CSV 4: 600mm Butterfly Valve	No	1		
3.4.2.2.5		CSV 5: 600mm Dismantling Coupling	No	1		
3.4.2.2.6		CSV 6: 350mm Wedge Gate Valve	No	2		
3.4.2.2.7		CSV 7: 350mm Dismantling Coupling	No	2		
3.4.2.2.8		CSV 8: 350mm Straight Pipe with Thrust	No	2		
3.4.2.2.9		CSV 9: 100mm Medium Radius Bend	No	2		
3.4.2.2.10		CSV 10: 100mm RSV Gate Valve	No	1		
3.4.2.2.11		CSV 11: 100mm Dismantling Joint	No	1		
3.4.2.2.12		CSV 12: 100mm ND Straight Pipe Section	No	1		
3.4.2.3		Scour Valve Chamber Type-B for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3223. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 2.8m	No	1		
3.4.2.4		Extra Over 3.4.2.3 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1303 and 1304 for The Scour Valve Chamber Supply and install the following				
3.4.2.4.1		BSV 1: 800mm X 600mm Steel Reducer	No	2		
3.4.2.4.2		BSV 2: 600mm ND Straight Section	No	2		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.2.4.3		BSV 3: 600mm X 600mm X 600mm x 100mm Unequal Tee	No	1		
3.4.2.4.4		BSV 4: 600mm X 600mm X 350mm x 100mm Unequal Tee	No	1		
3.4.2.4.5		BSV 5: 600mm Butterfly Valve	No	1		
3.4.2.4.6		BSV 6: 600mm Dismantling Joint	No	1		
3.4.2.4.7		BSV 7: 350mm RSV Gate Valve	No	1		
3.4.2.4.8		BSV 8: 350mm Dismantling Joint	No	1		
3.4.2.4.9		BSV 9: 350mm ND Straight Section	No	1		
3.4.2.4.10		BSV 10: 100mm Medium Radius Bend	No	2		
3.4.2.4.11		BSV 11: 100mm Rsv Gate Valve	No	1		
3.4.2.4.12		BSV 12: 100mm Dismantling Joint	No	1		
3.4.2.4.13		BSV 13: 100mm ND Straight Pipe Section	No	1		
3.4.2.4.14		BSV 14: 600mm Blank Flange with 150mm Drilled Opening, with a 150mm Flanged Pipe Section	No	1		
3.4.2.4.15		BSV 15: 150mm Rsv Gate Valve	No	1		
3.4.2.4.16		BSV 16: 150mm Air Valve	No	1		
3.4.2.9		Scour Valve Chamber Type-A for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3222. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 2.8m	No	1		
3.4.2.10		Extra Over 3.4.2.9 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1302 for The Scour Valve Chamber				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.2.10.1		SV 1: 800mm X 350mm Unequal Tee	No	1		
3.4.2.10.2		SV 2: 350mm ND Straight Pipe with Thrust Flange	No	1		
3.4.2.10.3		SV 3: 350mm Wedge Gate Valve	No	1		
3.4.2.10.4		SV 4: 350mm Dismantling Joint	No	1		
3.4.2.10.5		SV 5: 350mm ND Straight Pipe with Thrust Flange	No	1		
3.4.2.11		Scour Valve Chamber Type-A for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3222. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 3.8m	No	1		
3.4.2.12		Extra Over 3.4.2.11 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1302 for The Scour Valve Chamber				
3.4.2.12.1		SV 1: 800mm X 350mm Unequal Tee	No	1		
3.4.2.12.2		SV 2: 350mm ND Straight Pipe with Thrust Flange	No	1		
3.4.2.12.3		SV 3: 350mm Wedge Gate Valve	No	1		
3.4.2.12.4		SV 4: 350mm Dismantling Joint	No	1		
3.4.2.12.5		SV 5: 350mm ND Straight Pipe with Thrust Flange	No	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.2.13		Scour Valve Chamber Type-A for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3222. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 5.9m	No	1		
3.4.2.14		Extra Over 3.4.2.11 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1302 for The Scour Valve Chamber				
3.4.2.14.1		SV 1: 800mm X 350mm Unequal Tee	No	1		
3.4.2.14.2		SV 2: 350mm ND Straight Pipe with Thrust Flange	No	1		
3.4.2.14.3		SV 3: 350mm Wedge Gate Valve	No	1		
3.4.2.14.4		SV 4: 350mm Dismantling Joint	No	1		
3.4.2.14.5		SV 5: 350mm ND Straight Pipe with Thrust Flange	No	1		
3.4.3		Isolation Valve Chambers				
3.4.3.1		Inline Isolation Valve Chamber for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3225. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 2.6m	No	1		
3.4.3.2		Extra Over 3.4.3.1 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1307 for The Isolation Valve Chamber				
3.4.3.2.1		IV 1: 800mm X 600mm Reducer	No	2		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.3.2.2		IV 2: 600mm ND Straight Section, Flanged one End & Welded on Other with Thrust Flange	No	2		
3.4.3.2.3		IV 3: 600mm x 600mm x 100mm Unequal Tee	No	2		
3.4.3.2.4		IV 4: 600mm Butterfly Valve	No	1		
3.4.3.2.5		IV 5: 600mm Dismantling Joint	No	1		
3.4.3.2.6		IV 6: 100mm Medium Radius Bend	No	2		
3.4.3.2.7		IV 7: 100mm Wedge Gate Valve Non Rising Spindle & Hand Operated	No	1		
3.4.3.2.8		IV 8: 100mm Dismantling Joint	No	1		
3.4.3.2.9		IV 9: 100mm ND Straight Pipe Section	No	1		
3.4.4		Non-Return Valve Chamber				
3.4.4.1		Non-Return Valve Chamber for PN25 , Complete as Shown on Drw: P1001-OL1EM-CIV-3226. Construct Chambers Complete including Excavation, Reinforcement and Concrete Work, Supply Material and install Air Vents, access Ladders, as Shown on Relevant Drawings for The Following: Chamber depth = 2.6m	No	1		
34.4.2		Extra Over 3.4.4.1 for Pipe Specials as Per Drawing 'P1001-OL1EM-CIV-1310 and 1311 for The Non-Return Valve Chamber				
3.4.4.2.1		NRV 1: 800mm X 600mm Steel Reducer	No	2		
3.4.4.2.2		NRV 2: 600mm ND Straight Section, Flanged one end & Welded on other with Thrust Flange	No	2		
3.4.4.2.3		NRV 3: 600mm X 600mm X 250mm x 150mm Unequal Tee, Flanged all Ends	No	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.4.2.4		NRV 4: 600mm X 600mm X 350mm x 250mm Unequal Tee, Flanged all Ends	No	1		
3.4.4.2.5		NRV 5: 600mm Ø Nozzle Type Non-return Valve	No	1		
3.4.4.2.6		NRV 6: 300mm Long, 600mm ND Straight Steel Section	No	1		
3.4.4.2.7		NRV 7: 600mm Ø Butterfly Valve	No	1		
3.4.4.2.8		NRV 8: 600mm Ø Dismantling Joint	No	1		
3.4.4.2.9		NRV 9: 350mm Ø Wedge Gate Valve Non Rising Spindle & Hand Operated	No	1		
3.4.4.2.10		NRV 10: 350mm Ø Dismantling Joint	No	1		
3.4.4.2.11		NRV 11: 350mm ND Straight Pipe Section	No	1		
3.4.4.2.12		NRV 12: 250mm Ø Medium Radius Bend	No	2		
3.4.4.2.13		NRV 13: 250mm RSV Gate Valve, Non Rising Spindle & Hand Operated	No	1		
3.4.4.2.14		NRV 14: 250mm Ø Dismantling Joint	No	1		
3.4.4.2.15		NRV 15: 250mm ND Straight Pipe Section	No	1		
3.4.4.2.16		NRV 16: 600mm Blank Flange with 150mm drilled opening, with a 150mm Flanged Pipe Section	No	1		
3.4.4.2.17		NRV 17: 150mm Ø Wedge Gate Valve Non Rising Spindle & Hand Operated	No	1		
3.4.4.2.18		NRV 18: 150mm Air Valve (Double Orifice, Dual Aciton with Mechanism to Prevent Slamming)	No	1		
3.5	8.2.11 (b)	Anchor, Thrust Blocks, Plinths and Pedestals				
3.5.1		Concrete Grade 15/19	m ³	30,0		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.5.2		Formwork (rough Vertical)	m ²	120,0		
3.5.3		Steel Mesh Ref No 100	m ²	100		
3.6		General				
3.6.1	PSL5.1.1	Provide Pipeline Markers along The Pipeline Route	No	30		
3.6.2	PSL5.11	Cut-in and Connect to Existing Water infrastructure within Stipulated Time Frame including all Pipework as Specified. Inclusive for both Start and End points.	Sum	1		
3.6.3	PSPS3.16	Radiographic Examination and Testing of Pipe Welded Joints	No	200		
4.1	8.2.1	Provision of Bedding From Trench Excavation				
4.1.1		a) Selected Granular Material	m ³	50,0		
4.1.2		B) Selected Fill Material	m ³	2 000		
4.2	8.2.2	Supply only of Bedding By Importation				
	8.2.2.3	From Commercial Sources				
4.2.1		a) Selected Granular Material	m ³	11 500		
4.2.2		B) Selected Fill Material	m ³	100		
4.3	8.2.4	Encasing Pipes in Concrete				
		Supply Material and Construct Concrete Encasement for 1500mm and 1200mm Nominal Diameter Pipes for River and Tarred Road Crossings as Specified on Drawings.				
4.3.1		Concrete Grade 15/19	m ³	20		
4.3.2		Steel Mesh Ref No 100	m ²	100		
Total Section 4 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5: (PIPE JACKING OF CULVERTS) - SANS 1200LG

ITEM No	PAYMENT REF	Description	UNIT	QTY	RATE	AMOUNT R
5.1	8.2.1	Pipe Jacking Under R579				
5.1.1		Establishment				
5.1.1.1		a) Fixed Charges Site Establishment of all Specialist Plant and Equipment, including Transportation, Excavation and Backfilling of Pits, Shoring, Dewatering of Excavations, Supply of Water and Electricity, Security Staff, etc. Depth of Thrust Pit: 4 M Depth of Reception Pit: 4 M	Sum	1		
5.1.2		B) Time Related Charges Supply of Pipes	Sum	1		
5.2	8.2.2	Supply, Deliver and offloading of 1800 mm	m	30		
5.3	8.2.3	Jacking of Culverts Jacking of 1800mm dia pipes including Handling, Positioning and Joining and Supply all Subsidiary Materials	m	30		
5.4	8.2.4	Excavation for Jacking Excavation in all Materials Except Rock and Boulders	m ³	150		
5.5	8.2.5	Extra Over Excavation Items for Excavation in Rock or Unforeseen Boulders Using Pneumatic tools or Other Techniques (Blasting not permitted):	m ³	30		
5.6	8.2.9	Grouting of Voids Between Pipe and Excavation	Sum	1		
Total Section 5 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6: SERVICE ROADS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS1200	EARTHWORKS (ROADS, SUBGRADE)				
	7.3.2	Preparation of Site Preparation and stripping of Site/ removal of topsoil to stated depth, stockpiling, and maintaining				
6,1	a)	Clear and grub (150mm deep)	m ²	30 000		
6,2	7.3.3	Treatment of road-bed Preparation of in-situ material to a minimum depth of 150mm and compact to				
	a)					
6.2.1	2)	Rip & recompact G8-G9 material compacted to 93% of modified AASHTO	m ³	3 500		
6,3	7.3.4	Cut to fill, borrow to fill Cut in all material, modify/treat Colluvium and fill, compacted to 93% Modified AASHTO density in 150mm layers				
6.3.1		Filling under road layerworks	m ³	1 500		
6,4	7.3.5	Selected layer Gravel wearing coarse (G4 TRH20 Spec) from commercial sources compacted to 95% of modified AASHTO				
6.4.1			m ³	3 200		
6.4.2		G7 base compacted to 95% of modified AASHTO	m ³	3 500		
6,5	7.3.6	Extra-over items 8.4.4 and 8.3.5 for excavating and breaking don material in				
6.5.1	b)	Extra over for hard rock excavation	m ³	200		
6.5.2	c)	Boulder excavation Class A	m ³	Rate Only		
6.5.3	d)	Boulder excavation Class B	m ³	Rate Only		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6: SERVICE ROADS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
6,6	7.3.7	Cut to spoil Cut in all material and stockpile at designated area within freehaul distance				
6.6.1	(a)	Cut to spoil	m ³	600		
	SANS1200D	EARTHWORKS				
6,7	7.3.3	Restricted excavation Excavation in compacted material not exceeding 2m deep, backfill in 150mm layers, compacted to 90% Modified AASHTO density and dispose of surplus material within freehaul distance				
6.7.1	(a)	Earth V-drain Excavation	m ³	500		
6.7.2		Shaping of V-drain	m ²	4 700		
6.7.3		Excavation for drift	m ³	100		
6.7.4		Shaping of excavation	m ²	380		
6.7.5		Curing using curing compound	m ²	300		
		STORMWATER AND SEWER				
		CONCRETE, FORMWORK & REINFORCEMENT				
	SANS 1200G	CONCRETE (STRUCTURAL)				
6.8	7.4.3	Concrete grade, 20MPa/19mm	m ³	70		
6.9	7.4.4	Unformed surface finishes				
6.9.1	(a)	Wood floated finish to horizontal surfaces	m ²	300		
6.9.2	(b)	Wood floated finish to falls	m ²	120		
	7.3.2	High-tensile welded mesh				
6.10		Steel Mesh Ref 245	m ²	350		
Total Section 6 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: Refurbishment of Olifantspoort Water Treatment Works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - OLIFANTSPORT WATER TREATMENT WORKS PROCESS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		WATER TREATMENT WORKS PROCESS WORKS				
1.1		Lime Dosing System				
1.1.1		Design, manufacture, test at works, supply, install and test at site of Mechanical Lifting Device to lift 25kg bags of Lime	No	1		
1.1.2		Design, manufacture, test at works, supply, install and test at site 500kg Hydrated Lime Storage Silo with Conical Lower Section at an Angle of 70° to the Horizontal complete with	No	1		
1.1.3		Design, supply and install Steel Steps and Platform to facilitate emptying 25kg bags of lime into the Silo	No	1		
1.1.4		Design, manufacture, test at works, supply, install and test at site of Lime Screw Feeder with capacity to feed 8kg dry hydrated lime per hour to mixing tank complete with variable speed controlled motor complete with PLC panel	No	1		
1.1.5		Design, manufacture, test at works, supply, install and test at site of a peristaltic pump suitable to pump 100l/h of lime slurry complete with accessories	No	1		
1.1.6		Design, manufacture, test at works, supply, install and test at site of Vibrating Bin Activator connected to the bottom of Silo Cone incorporated with a manually operated Knife-gate Isolation Valve	no	1		
1.1.7		Commissioning of pre-chlorine dosing system	sum	1		
1.2		Pre-Chlorine Dosing System				
1.2.1		Chloring cylinder scale with full functional LED indicator	no	2		
1.2.2		Cylinder to be fitted with automatic container shut-off/auto valve shutdown system	no	2		
1.2.3		Vacuum eductors with rotameters and control valve to supply up to 20kg/h	no	2		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - OLIFANTSPOORT WATER TREATMENT WORKS PROCESS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.2.4		Chlorine 80uPVC pipework, measurement and all fittings to be confirmed on site	sum	1		
1.2.5		Pre-chlorine load cells	no	2		
1.2.6		Chlorine room safety equipment including gas leak detection, safety shower and eye wash, breathing apparatus and safety/warning signage	sum	1		
1.2.7		Pre-chloring dosing pumps with flow meter complete with control Panel	no	3		
1.2.8		Refurbishment of the makeup water pumps	no	3		
1.2.10		Commissioning of pre-chlorine dosing system	sum	1		
1.3		Power Activate Carbon (PAC) Dosing System				
1.3.1		Refurbishment of PAC dosing system including replacement of 3 dosing pumps	sum	1		
1.3.2		Design, supply and install PAC pump MCC panel (3 dosing pumps) complete with PLC panel	no	1		
1.3.3		Commissioning of the PAC dosing system	sum	1		
1.4		Polyelectrolyte Dosing System				
1.4.1		Supply and install polyelectrolyte feeder pipeline with hydrant connector (75mm with adaptors to accommodate 50mm, 75mm and 100mm for different tanker suppliers)	sum	1		
1.4.2		Replace the polyelectrolyte transfer pump (0.75kW) with new dual polyelectrolyte transfer pumps complete with local control MCC panel	no	2		
1.4.3		Supply and installation of 25mm diameter PVC pipeline complete with valves on the transfer pumps to enable recirculating of polyelectrolyte	sum	1		
1.4.4		Supply and install 25mm diameter valve with clip-on 10m detachable flexible hose	Sum	1		
1.4.5		Mixer on polyelectrolyte make-up tank (EML MS80114 or equivalent)	no	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - OLIFANTSPOORT WATER TREATMENT WORKS PROCESS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.4.6		Flow meter on 25mm polyelectrolyte dosing line to measure up to 50l/h	no	2		
1.4.7		1.8m chemical feeder across flow channel (Module 1)	no	1		
1.5		Post-Chlorine Dosing System				
1.5.1		Chlorine room safety equipment including gas leak detection, safety shower and eye wash, breathing apparatus and safety/warning signage	sum	1		
1.5.2		Post-chlorine dosing pumps with flow meter complete with control Panel	no	3		
1.6		Module 1 Rapid Mix and Flocculation Channel				
1.6.1	PSG8.1.1	Formwork				
1.6.1.1	8.2	Scheduled Formwork Items				
1.6.1.1.1	8.2.2	<u>Smooth</u>				
		a) Vertical plane to walls of channel Rapid Mixer	m ²	25		
		b) Vertical plane to First 5 Flocculation Channels	m ²	32		
		c) Vertical plane to Last 5 Flocculation Channels	m ²	160		
1.6.1.2	8.3	Scheduled Reinforcement Items				
	8.3.1	a) High tensile steel bars Y12 (Rapid Mixer - Wall Extensions)	t	0,8		
	8.3.1	b) High tensile steel bars Y12 (First 5 Flocculation Channels Wall Ext)	t	0,62		
	8.3.1	c) High tensile steel bars Y12 (Last 5 Flocculation Channels Wall Ext)	t	2,2		
1.6.1.3	8.4	Scheduled Concrete Items				
1.6.1.3.1	8.4.3	Grade 25/19 for:				
		a) Rapid Mixer	m ³	3,6		
		b) First 5 Flocculation Channels	m ³	2,8		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - OLIFANTSPOORT WATER TREATMENT WORKS PROCESS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.6.1.3.2	8.4.4	Unformed surface finishes				
		a) Steel float finish to Rapid Mixer walls	m ²	25		
		b) Steel float finish to First 5 Flocculation Channel walls	m ²	32		
		c) Steel float finish to Last 5 Flocculation Channel walls	m ²	160		
1.6.1.4	8.5	Joints				
		Form Construction joints complete with sealing, waterstop, bandage joint as applicable for the following:				
		a) Rapid Mixer	m	12		
		b) First 5 Flocculation Channels	m	31		
		c) Last 5 Flocculation Channels	m	55		
1.6.1.5	8.7	Grouting				
		a) Rapid Mixer (Wall Extensions) (Hole of 100mm x 150mm x 150mm)	No	120		
		b) First 5 Flocculation Channels (Wall Ext) (Hole of 100mm x 150mm x 150mm)	No	310		
		c) Last 5 Flocculation Channels (Wall Ext) (Hole of 100mm x 150mm x 150mm)	No	550		
1.6.1.6	PSG	Sundries				
	PSG8.9	a) Testing Channel for water tightness	Sum	1		
	PSG8.10	b) Cleaning, disinfecting and sterilising channels	Sum	1		
		c) Waterproofing concrete admixture	Litres	650		
		d) Scarify existing concrete walls for better bonding between old & new concrete (250mm wide walls)	m	490		
1.7		Module 1 Sedimentation Basins				
1.7.1		Drain and Clean sedimentation basin 11mx42m	no	3		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 2 - OLIFANTSPOORT WATER TREATMENT WORKS PROCESS

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.7.3		Supply and install baffle plate 11m x 1.5m	m ²	16,5		
1.7.4		Supply and install steel Vee notch overflow weir 9m length	m	18		
1.8		Module 2 Sedimentation Basins				
1.8.1		Drain and Clean sedimentation basin 17mx38,6m	no	2		
1.8.2		Supply and install steel framework for lamella tube settlers as per supplier's specification	m ³	153		
1.8.3		Supply and install baffle plate 11m x 1.5m	m ²	16,5		
1.8.4		Supply and install steel Vee notch overflow weir 9m length	m	18		
		Sand Filters Blocks				
1.9	PSG 8.1.1	Formwork				
	8.2	Scheduled Form Items				
	8.2.2	<u>Smooth</u>				
1.9.1		a) Vertical plane to sand filter wall extensions	m ²	84		
1.9.2		b) Vertical plane to wall baffles in channel	m ²	33		
		8.3 Scheduled Reinforcement items				
1.9.3	8.3.2	a) High tensile steel bars Y10 (Sand Filter Wall Extension)	t	16		
		8.4 Scheduled Concrete Items				
1.9.4	8.4.2	Grade 15/19 Concrete Blinding layer 75mm thick	m ²	264		
		8.4.3 <u>Grade 25/19 for:</u>				
1.9.5		a) Sand Filter Wall Extensions	m ³	95		
		8.4.4 Unformed surface finishes				
		a) Steel float finish to Sand Filter wall extensions	m ²	135		
		8.7 Grouting				
1.9.6		a) For Anchor bolts - M16, 120mm Long	no	40		
1.9.7		b) For Sand filter wall extension (Hole 100mm x 150mm x 150mm) (As Specified on drawing)	no	336		
		Filter Sand Replacement				
1.9.8		Removal and stockpile of filter sand 12.5m ³ per filter	no	24		
1.9.9		Placement of filter graded anthracite in each filter 17.6m ³ per filter	no	24		
Total Section 2 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3 - OLIFANTSPOORT WATER TREATMENT WORKS - MECHANICAL REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2		MECHANICAL REFURBISHMENT WORKS				
2.1		Back Wash Blowers and Valves				
2.1.1		Removal of existing backwash blowers, valves and piping, then deliver and off-load to the site which will be specified by LNW	Sum	1		
2.1.2		Supply, delivery; installation and commissioning of new 2 off horizontal backwash blowers similar/equivalent to an existing or latest version of Robuschi Blower 7" x 17".	No	2		
2.1.3		Supply, delivery; installation and commissioning of new 2 off horizontal backwash blower suction valves for the supplied valves. Valves diameters and pressure rating shall be as per the recommendation from blower OEM.	No	2		
2.1.4		Supply, delivery; installation and commissioning of new 2 off horizontal backwash blower delivery valves for the supplied valves. Valves diameters and pressure rating shall be as per the recommendation from blower OEM	No	2		
2.1.5		Manufacture, modify, supply, delivery and installation of piping and specials to suit the supplied blower and valves. Installation shall tie-in with an existing piping inside the backwash blower room. No piping shall be modified beyond backwash blower room.	Sum	1		
2.2		Filter Valves				
		Maintenance/ refurbishment of all filter block valves (Module 1 and Module 2)	no	72		
		Maintenance/ refurbishment of all Module 2 Flocculation Channels Valves	no	2		
		Maintenance/ refurbishment of all Module 1 Flocculation Channels Valves	no	9		
Total Section 3 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 4 - OLIFANTSPOORT WATER TREATMENT WORKS - ELECTRICAL REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3		ELECTRICAL REFURBISHMENT WORKS				
3.1		WTW Main Power Supply				
3.1.1		Maintenance of 500kVA 33000/400V WTW Transformers including all transformer electrical tests, dissolved gas analysis and replacement of silica gel	no	2		
3.1.2		Maintenance of Main 400V Distribution Board including infrared scanning	no	1		
3.2		Filter Block 1				
3.2.1		Design, manufacture, test at works, supply, install, test on site of Electrical Actuators (Rotok orequivalent) for all valves complete with Remote IO card for PLC and SCADA control and monitoring	no	36		
3.2.2		Design, manufacture, test at works, supply, install, test on site of Wall Mounted 400V Switchboard as per attach drawing	no	1		
3.2.3		Design, manufacture, test at works, supply, install, test on site of 5kVA Uninterruptible Power Supply (UPS) complete with batteries	no	1		
3.2.4		General electrical works including lighting replacement (with energy efficient lighting) and small power sockets)	Prov Sum	1	5 000,00	5 000,00
3.2.5		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	15 000,00	15 000,00
3.2.6		Supply and install 4mm ² 4-core PVC/PVCSWAPVC Cable complete with terminations (lugs,	m	500		
3.2.7		Supply and install cable support systems (e.g cable trays, etc.)	Prov Sum	1	15 000,00	15 000,00
3.3		Filter Block 2				
3.3.1		Design, manufacture, test at works, supply, install, test on site of Electrical Actuators (Rotok orequivalent) for all valves complete with Remote IO card for PLC and SCADA control and monitoring	no	36		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 4 - OLIFANTSPORT WATER TREATMENT WORKS - ELECTRICAL REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
3.3.2		Design, manufacture, test at works, supply, install, test on site of Wall Mounted 400V Switchboard as per attach drawing	no	1		
3.3.3		General electrical works including lighting replacement (with energy efficient lighting) and small power sockets)	Prov Sum	1	5 000,00	5 000,00
3.3.4		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	15 000,00	15 000,00
3.3.5		Supply and install 4mm ² 4-core PVCPCSWAPVC Cable	m	500		
3.3.6		Supply and install cable support systems (e.g cable trays, etc.)	Prov Sum	1	15 000,00	15 000,00
3.4		Pre-Chlorine Room				
3.4.1		Design, supply and install pre-chlorine and makeup water pumps control panel complete PLC Panel	sum	1		
3.4.2		General electrical works including lighting replacement (with energy efficient lighting), small power sockets, etc.)	Prov Sum	1	3 000,00	3 000,00
3.4.3		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	15 000,00	15 000,00
3.4.4		Percentage on PC for charges and profits	%		15 000,00	
3.4.5		Supply and install 4mm ² 4-core PVCPCSWAPVC Cable	m	500		
3.4.6		Supply and install cable support systems (e.g cable trays, etc.)	Prov Sum	1	15 000,00	15 000,00
3.5		Power Activate Carbon (PAC) Dosing System				
3.5.1		Design, supply and install PAC pump MCC panel (3 dosing pumps) complete with PLC panel	no	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 4 - OLIFANTSPORT WATER TREATMENT WORKS - ELECTRICAL REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
3.5.2		General electrical works including lighting replacement (with energy efficient lighting), small power sockets, etc.)	Prov Sum	1	3 000,00	3 000,00
3.5.3		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	15 000,00	15 000,00
3.5.4		Percentage on PC for charges and profits	%		15 000,00	
3.5.5		Supply and install 4mm ² 4-core PVCPCSWAPVC Cable	m	500		
3.5.6		Supply and install cable support systems (e.g cable trays, etc.)	Prov Sum	1	15 000,00	15 000,00
3.6		Blower Room				
3.6.1		Maintenance and refurbishment of existing air blower MCC Panel including infrared scanning, checking all wiring and replacing faulty equipment. Detailed assessmnet of the panel to be done and recommendation to be submitted to the engineer for approval prior to work being carried out	Sum	1		
3.6.2		General electrical works including lighting replacement (with energy efficient lighting), small power sockets, etc.)	Prov Sum	1	3 500,00	3 500,00
3.6.3		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	15 000,00	15 000,00
3.6.4		Percentage on PC for charges and profits	%		15 000,00	
3.7		Post-Chlorine Room				
3.7.1		Design, supply and install pre-chlorine and makeup water pumps control panel complete PLC Panel	sum	1		
3.7.2		General electrical works including lighting replacement (with energy efficient hazardous environment lighting , small power sockets, etc.)	Prov Sum	1	5 500,00	5 500,00
3.7.3		Earthing and Lightning Protection Testing and Repairs by Specialist Contractor	PC Sum	1	8 500,00	8 500,00
3.7.4		Percentage on PC for charges and profits	%		8 500,00	
Total Section 5 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5 - OLIFANTSPOORT WATER TREATMENT WORKS -CONTROL & INSTRUMENTATION REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4		CONTROL + INSTRUMENTATION REFURBISHMENT WORKS				
4.1		Instrumentation and Control Cabling				
4.1.1		Supply and delivery of Cat 6 unshielded 4 twisted pairs 24 gauge copper cable inclusive of cable straps and cable markers	m	500		
4.1.2		Supply, delivery and terminate RJ45 plugs onto Cat 5 unshielded 4 twisted pairs 24 gauge copper cable.	No.	20		
4.1.3		Install Cat 5 cables and RJ45 plug between devices and Ethernet 10/100 switch mounted in PLC cabinet.	m	500		
4.1.4		Supply and delivery to site 12 Core 50/125 SWA fibre optic cable inclusive of cable straps, lugs, core markers and cable markers.	m	2000		
4.1.5		Supply and delivery to site CCG Posi Gland to suit 12 Core 50/125 SWA fibre optic cable.	No.	20		
4.1.6		Install 12 Core 50/125 SWA fibre optic cable in prepared trench between MCC's	m	2000		
4.1.7		Gland, splice and terminate 12 Core 50/125 SWA fibre optic cable.	End	20		
4.1.8		Test Fibre Optic Cables	Sum	1		
4.1.9		Supply and delivery of 6 ports fibre optic splice box complete with fibre patch leads.	no	6		
4.1.10		Installation, commissioning and testing of 6 ports fibre optic splice box complete with fibre patch leads.	no	6		
4.1.11		Supply and delivery of 24 ports fibre optic splice box complete with fibre patch leads.	no	1		
4.1.12		Installation, commissioning and testing of 24 ports fibre optic splice box complete with fibre patch leads.	no	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5 - OLIFANTSPORT WATER TREATMENT WORKS -CONTROL & INSTRUMENTATION REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
4.1.13		Supply and Install 6U Networking cabinet - 19" rack mounted type, including all necessary mounting brackets.	no	1		
4.1.14		Design, supply, configure and testing of 10/100/1000 industrial Managed Ethernet Switches - 24 ports with 4 managed GB F/O ports, complete with SFPs.	no	1		
4.2		Module 1 Filters PLC				
4.2.1		Design, test, deliver to site, install and commissioning of a new PLC System including all networking equipment. Including PLC panel similar to existing Module 2 Filters PLC. Complete with trunking, terminals, fused terminals, surge arrestors, circuit breakers and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures.	no	1		
4.2.2		Design, supply, configure and testing of 10/100/1000 Managed Ethernet Switches - 8 ports with 2 managed GB F/O ports, complete with SFPs.	no	1		
4.2.3		PLC programming as per P & ID, process and control description and control philosophies for various process areas. Including the monitoring of the Polyelectrolite dosing plant.	no	1		
4.3		Module 2 Filters PLC				
4.3.1		Design, test, deliver to site, install and commissioning of a new PLC System including all networking equipment. Complete with trunking, terminals, fused terminals, surge arrestors, circuit breakers and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures. (Excluding PLC panel)	no	1		
4.3.2		Design, supply, configure and testing of 10/100/1000 Managed Ethernet Switches - 8 ports with 2 managed GB F/O ports, complete with SFPs.	no	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5 - OLIFANTSPORT WATER TREATMENT WORKS -CONTROL & INSTRUMENTATION REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
4.3.3		PLC programming as per P & ID, process and control description and control philosophies for various process areas.	no	1		
4.4		Blowers PLC				
4.4.1		Design, test, deliver to site, install and commissioning of a new PLC System including all networking equipment. Complete with trunking, terminals, fused terminals, surge arrestors, circuit breakers and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures. (PLC system to be integrated into existing LV Board)	no	1		
4.4.2		Design, supply, configure and testing of 10/100/1000 Managed Ethernet Switches - 8 ports with 2 managed GB F/O ports.	no	1		
4.4.3		PLC programming as per P & ID, process and control description and control philosophies for various process areas. Including the monitoring of the Chlorine dosing plant.	no	1		
4.5		Polyelectrolyte Remote IO system				
4.5.1		Design, test, deliver to site, install and commissioning of a new Remote I/O panel including all hardware & networking equipment. Complete with trunking, terminals, fused terminals, surge arrestors, circuit breakers and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures. As per the specification.	no	1		
4.5.2		PLC programming as per P & ID, process and control description and control philosophies for various process areas.	no	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5 - OLIFANTSPOORT WATER TREATMENT WORKS -CONTROL & INSTRUMENTATION REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
4.6		Actuated Valves Remote IO system				
4.6.1		Design, test, deliver to site, install and commissioning of a new Remote I/O Panel including all hardware & networking equipment. Complete with trunking, terminals, fused terminals, surge arrestors, circuit breakers and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures. As per the specification,	no	1		
4.6.2		PLC programming as per P & ID, process and control description and control philosophies for various process areas.	no	1		
4.7		Chlorine Dosing System				
4.7.1		Design, deliver to site and installation of wall mounted 3CR12 Junction box (350x250x170). Complete with trunking, terminals and panel wiring inclusive of lugs, core markers, cable markers and mechanical fittings and fixtures.	no	1		
4.7.2		Connect, test and commissioning of Chlorine Dosing System to Junction box,	no	1		
4.8		PLC Programming Software + Hardware				
4.8.1		Supply, delivery, install and configuration of PLC Programming PC Hardware complete with screen, keyboard, and mouse as specified. (Same spec as SCADA PC)	sum	1		
4.8.2		Supply PLC Programming software including software licenses.	sum	1		
4.9		SCADA System				
4.9.1		SCADA System Coding with latest version of software programme for the entire Olifantspoort WS. Provide Scada coding for all process areas as per P & ID and functional design specification according to specifications	sum	1		
4.9.2		Supply, delivery, install and configuration of Scada PC Hardware complete with screens (2 of), keyboard, and mouse as specified.	sum	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 5 - OLIFANTSPOORT WATER TREATMENT WORKS -CONTROL & INSTRUMENTATION REFURBISHMENT

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
4.9.3		Upgrade Existing SCADA Software License to be used with the latest SCADA software.	no	1		
4.10		Instrumentation				
4.10.1		Supply, delivery, and commissioning of Module 1 DN200 Return Magnetic Flow meter complete with a transmitter and all materials necessary for the complete installation. (Installation to be done by Mechanical)	no	1		
4.10.2		Supply, delivery, install and commissioning of Filters Level Transmitters complete with all materials necessary for the complete installation.	no	24		
4.10.3		Supply, delivery, install and commissioning of Module 2 Contact tank Level Transmitters complete with all materials necessary for the complete installation.	no	1		
4.10.4		Supply, delivery, install and commissioning of Combined Clear water tank level Level Transmitters complete with all materials necessary for the complete installation.	no	1		
4.10.5		Supply, delivery, install and commissioning of Backwash elevated tank Level Switch complete with all materials necessary for the complete installation.	no	2		
4.10.6		Connect, Test and recalibrate Olifantspoort plant Raw Water Inlet Magnetic flowmeter	no	1		
4.10.7		Test and recalibrate Module 2 Raw Water Inlet clamp flowmeter	no	2		
4.10.8		Connect, test and commissioning of the filters actuators	no	48		
4.10.9		Connect, test and commissioning of Module 1 desludge valve actuators	no	12		
4.10.10		Connect, test and commissioning of Module 1 main inlet valve actuator	no	1		
Total Section 5 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5		BUILDINGS AND MINOR CIVIL WORKS				
5.1		Coagulant Dosing Building Works				
5.1.1	SANS 1200G 8.4.6	Concrete (Structural)				
		.07 Rapid hardening Portland cement 15 for use in the following:				
5.1.1.1		.01 Plaster Work	t	0,75		
5.1.1.2		.02 Screeding	t	0,75		
5.1.2	PSG 8.5	Joints:				
		.01 Proprietary expansion joints:				
5.1.2.1		.01 Prime Cost Sum allowed for purchase and taking delivery of expansion joints	PC Sum	1	20 000,00	20 000,00
5.1.2.2		.02 Percentage on Prime Cost for charges and profits	%		20 000,00	
		.02 Installation of proprietary expansion joints: <i>Retrofit Saw-Cut Expansion Joints</i>				
5.1.2.3		.01 Metal cover installed in movement joint	m	25		
		.03 Application of proprietary expansion joints sealants:				
5.1.2.4		.01 Application type: high movement construction and expansion joints Application: concrete contraction and expansion joints surfaces should be clean, sound and dry prior to application. Apply Dow Corning 888, or similar approved all in accordance with manufacturer's recommendations.	m	30		
		.04 Expansion joints as detailed on the Drawings and/or specified in the Project Specifications:				
5.1.2.5		.01	number	-		
		.05 Construction joints as detailed on the Drawings and/or specified in the Project Specifications:				
5.1.3	8.7	Grouting:				
5.1.3.1		.01 Under bases (or beds)	m ³	6		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.1.3.2	8.8	.13 Corrosion protection (extra over item 170.21.12) by:				
		.01 Painting	kg	90		
5.1.3.3		.02 Sprayed metal coating (type of metal and thickness of coating indicated)	kg	-	-	
5.1.3.4		.03 Hot-dip galvanizing	kg	-	-	
5.1.3.5		.04 Powder Coating	kg	-	-	
5.1.4	PSG 8.9	Miscellaneous work other than metal work:				
		.01 Drainage pipes: <i>Exposed Drainage Pipes @ Basement</i>				
5.1.4.1		.01 Flushing, Cleaning and Painting of drainage pipes @ basement	m	75		
		.02 Drainage gullies for bridge deck as per confirmation on site				
5.1.4.2		.01 All drainage gullies on balconies	number	-	-	
5.1.5	8.13	Screeds:				
		.01 Floor screeds (1:3) with falls including V-joints to form panels and a smooth towelled finish power float finish to top:				
5.1.5.1		.01 Floor screed: 1 Part cement with 3 parts clean, coarse sand with sufficient water until a plastic consistence similar to cement plaster is achieved. Smooth finish to Architect's specification	m ²	30		
5.1.5.2	8.14	.01 Plaster and Concrete Repair Work: Repair mix for damaged and peeling of plaster to manufacturer's spes Sika/abe or similar aproved products	m ²	30		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.1.6	PSG 8.15	Epoxy based bonding agent and primer to prepare concrete floors to receive screeding (FOSROC NITROBOND EP slowset or approved equivalent)	m ²	30		
5.1.7	PSG 8.16	Corrosion protection by:				
5.1.7.1		.01 Vinyl anti-fouling paint and undercoats to form an algae-resistant coating on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
5.1.7.2		.02 Solvent-free abrasion-resistant coating and primer to a minimum thickness of 3 mm on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
5.1.8	SANS 1200H	<u>Structural Steel Work</u>				
5.1.8.1	8.3.10	Non-destructive testing	h	1		
5.2		Module 1 Filter Block				
5.2.1	SANS 1200G 8.4.6	Concrete (Structural)				
5.2.1.1		.07 Rapid hardening Portland cement 15 for use in the following: .01 Plaster Work	t	0,75		
5.2.1.2		.02 Screeding	t	0,75		
5.2.2	PSG 8.5	Joints:				
5.2.2.1		.01 Proprietary expansion joints: .01 Prime Cost Sum allowed for purchase and taking delivery of expansion joints	PC Sum	1	20 000,00	20 000,00
5.2.2.2		.02 Percentage on Prime Cost for charges and profits .02 Installation of proprietary expansion joints: <i>Retrofit Saw-Cut Expansion Joints</i>	%		20 000,00	
5.2.2.3		.01 Metal cover installed in movement joint .03 Application of proprietary expansion joints sealants:	m	25		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.2.2.4		.01 Application type: high movement construction and expansion joints Application: concrete contraction and expansion joints surfaces should be clean, sound and dry prior to application. Apply Dow Corning 888, or similar approved all in accordance with manufacturer`s recommendations.	m	30		
		.04 Expansion joints as detailed on the Drawings and/or specified in the Project Specifications:				
5.2.2.5		.01	number	-		
		.05 Construction joints as detailed on the Drawings and/or specified in the Project Specifications:				
5.2.3	8.7	Grouting:				
5.2.3.1		.01 Under bases (or beds)	m ³	5		
	8.8	.13 Corrosion protection (extra over item 170.21.12) by:				
5.2.3.2		.01 Painting	kg	120		
		.02 Sprayed metal coating <i>(type of metal and thickness of coating indicated)</i>	kg	-	-	
5.2.3.3			kg	-	-	
5.2.3.4		.03 Hot-dip galvanizing	kg	-	-	
5.2.3.5		.04 Powder Coating	kg	-	-	
5.2.4	PSG 8.9	Miscellaneous work other than metal work:				
		.01 Drainage pipes: <i>Exposed Drainage Pipes @ Basement</i>				
5.2.4.1		.01 Flushing, Cleaning and Painting of drainage pipes @ basement	m	75		
		.02 Drainage gullies for bridge deck as per confirmation on site				
5.2.4.2		.01 All drainage gullies on balconies	number	-		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.2.5	8.13	Screeds:				
		.01 Floor screeds (1:3) with falls including V-joints to form panels and a smooth towelled finish power float finish to top:				
5.2.5.1		.01 Floor screed: 1 Part cement with 3 parts clean, coarse sand with sufficient water until a plastic consistence similar to cement plaster is achieved. Smooth finish to Architect's specification	m ²	30		
5.2.5.2	8.14	.01 Plaster and Concrete Repair Work: Repair mix for damaged and peeling of plaster to manufacturer's spes Sika/abe or similar aproved products	m ²	30		
5.2.6	PSG 8.15	Epoxy based bonding agent and primer to prepare concrete floors to receive screeding (FOSROC NITROBOND EP slowset or approved equivalent)	m ²	30		
5.2.7	PSG 8.16	Corrosion protection by:				
5.2.7.1		.01 Vinyl anti-fouling paint and undercoats to form an algae-resistant coating on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
5.2.7.2		.02 Solvent-free abrasion-resistant coating and primer to a minimum thickness of 3 mm on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.2.8	SANS 1200H	Structural Steel Work				
5.2.8.1	8.3.10	Non-destructive testing	h	1		
5.3		Module 2 Filter Block				
5.3.1	SANS 1200G	Concrete (Structural)				
	8.4.6	.07 Rapid hardening Portland cement 15 for use in the following:				
5.3.1.1		.01 Plaster Work	t	0,75		
5.3.1.2		.02 Screeding	t	0,75		
5.3.2	PSG 8.5	Joints:				
5.3.2.1		.01 Proprietary expansion joints: .01 Prime Cost Sum allowed for purchase and taking delivery of expansion joints	PC Sum	1	20 000,00	20 000,00
5.3.2.2		.02 Percentage on Prime Cost for charges and profits .02 Installation of proprietary expansion joints: <i>Retrofit Saw-Cut Expansion Joints</i>	%		20 000,00	
5.3.2.3		.01 Metal cover installed in movement joint .03 Application of proprietary expansion joints sealants:	m	25		
5.3.2.4		.01 Application type: high movement construction and expansion joints Application: concrete contraction and expansion joints surfaces should be clean, sound and dry prior to application. Apply Dow Corning 888, or similar approved all in accordance with manufacturer's recommendations. .04 Expansion joints as detailed on the Drawings and/or specified in the Project Specifications:	m	30		
5.3.2.5		.01	number	-		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.3.3	8.7	.05 Construction joints as detailed on the Drawings and/or specified in the Project Specifications:				
5.3.3.1	8.8	Grouting: .01 Under bases (or beds)	m ³	5		
5.3.3.2		.13 Corrosion protection (extra over item 170.21.12) by: .01 Painting	kg	120		
5.3.3.3		.02 Sprayed metal coating <i>(type of metal and thickness of coating indicated)</i>	kg	-		
5.3.3.4		.03 Hot-dip galvanizing	kg	-		
5.3.3.5		.04 Powder Coating	kg	-		
5.3.4	PSG 8.9	Miscellaneous work other than metal work:				
5.3.4.1		.01 Drainage pipes: <i>Exposed Drainage Pipes @ Basement</i> .01 Flushing, Cleaning and Painting of drainage pipes @ basement	m	75		
5.3.4.2		.02 Drainage gullies for bridge deck as per confirmation on site .01 All drainage gullies on balconies	number	-	-	
5.3.5	8.13	Screeds:				
5.3.5.1		.01 Floor screeds (1:3) with falls including V-joints to form panels and a smooth towelled finish power float finish to top: .01 Floor screed: 1 Part cement with 3 parts clean, coarse sand with sufficient water	m ²	30		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.3.5.2	8.14	until a plastic consistence similar to cement plaster is achieved. Smooth finish to Architect's specification .01 Plaster and Concrete Repair Work: Repair mix for damaged and peeling of plaster to manufacturer's spes Sika/abe or similar aproved products	m ²	30		
5.3.6	PSG 8.15	Epoxy based bonding agent and primer to prepare concrete floors to receive screeding (FOSROC NITROBOND EP slowset or approved equivalent)	m ²	30		
5.3.7	PSG 8.16	Corrosion protection by:				
5.3.7.1		.01 Vinyl anti-fouling paint and undercoats to form an algae-resistant coating on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
5.3.7.2		.02 Solvent-free abrasion-resistant coating and primer to a minimum thickness of 3 mm on: .01 <i>Exposed Structural Steelwork</i> .02 Etc	m ²	30		
5.3.8	SANS 1200H	Structural Steel Work				
5.3.8.1	8.3.10	Non-destructive testing	h	1		
5.4		New Lime make-up Building including Storage for Lime & PAC				
5.4.1	SABS 1200DB	Site Clearance				
5.4.1.1		Clear Vegetation, Grass, Shrubs etc. and Trees of Girth up to 1m and Remove to Dumpsite, Stockpile, Maintain/Preserve and Reinstate Topsoil (150mm Deep) Shrubs, Trees and Grass along Route of Pipeline and at Ablution Block Sites.	m ²	130		
5.4.1.2		Clear Trees of Girth and Designated Obstacles > 1.0m Up To and Including 2m	sum	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.4.1.3		Remove rubble and cart away to an approved landfill site	m ³	13		
5.4.2		Earthworks and Foundations				
		Foundations and Foundations Excavations				
5.4.2.1		Excavate 1m beyond entire foundation footprint using 1:1 (V:H) side slopes	m ³	160		
5.4.2.2		Rip and re-compact 150mm thick bottom in-situ layer when established at 1m below raft slab	m ³	23		
5.4.2.3		Excavation in Earth for Strip Foundations Exceeding 0.5m Deep and Not Exceeding 1m Deep.	m ³	36		
5.4.2.4		Allow for Keeping Excavations Free of Water by Hand or Machinery	Item	1		
5.4.2.5		Construct earth mattress in 150mm layers to be compacted and tested at each layer using G6 material compacted to be achieved at 95% MOD AASHTO at OMC. Layers shall be constructed to beneath foundations and around footprint to GL	m ³	160		
5.4.2.6		15Mpa Concrete Blinding under Footings.	m ³	7		
5.4.2.7		30Mpa (28 days) 19mm Reinforced Concrete On Raft Foundations	m ³	16		
5.4.2.8		Blockwork on on foundations up to DPC level				
5.4.2.9		M90	m ²	25		
5.4.2.10		M190	m ²	38		
		Soil Insecticide:				
5.4.2.11		Soil to be Poisoned in Accordance with SABS 1165 (Certificate must be Approved by an Accredited Applicator) under floors etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m ²	140		
5.4.2.12		Reinforcing Mesh Ref. 193 with a Cover of 50mm	m ²	140		
5.4.2.13		Reinforcing Mesh Ref. 245 with a Cover of 50mm	m ²	13		
		False work, formwork and concrete finish				
5.4.2.14		Formwork to provide (class F1) surface finish				
		(i) Type E concrete drains	m ²	50		
		Vertical formwork to provide class F1 surface finish to				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.4.2.15		(i) Footings Steel Reinforcement Steel Reinforcement of Raft Foundation	m ²	55		
5.4.2.16		High yield stres steel bars (Raft foundation)	t	2		
5.4.2.17		30Mpa (28 days) 150mm Thick Powerfloat Finished Slab	m ³	13		
5.4.2.18		30Mpa (28 days) Concrete to Aprons / v drain (steel float finish)	m ³	7		
5.4.2.19		Making and Testing Set of Six 150 x 150 x 150 Concrete Strength Test Cubes, to be tested by an Independent Laboratory (Provisional)	Sets	4		
5.4.2.20		100mm wide x 10mm thick Jointex Joint Filler with 10 x 10mm Tear-Off Strip	m	170		
5.4.2.21		10mm x 10mm SikaFlex at Facade Joint Sealer	m	100		
5.4.2.22		Earthworks Cut To Level	m ³	20		
5.4.2.23		Extra-over for Boulder Excavations	m ³	2		
5.4.2.24		for Hard Rock Excavations	m ³	1		
5.4.3		Damp Proof Course				
5.4.3.1		One layer of 250 micron 'USB GREEN' waterproof sheeting sealed at laps with 'Gunplas Pressure Sensitive Tape': Gundle® 'Brikgrip® DPC 375' Damp Proof course to SABS mark 952- 1985 Type B:	m ²	140		
5.4.3.2		In 200 thick walls	m	95		
5.4.3.3		In 100 thick walls	m	50		
5.4.4		Blockwork				
5.4.4.1		M190 (190mm thick Walls - Load bearing wall)	m ²	140		
5.4.4.2		M90(90mm thick Walls (Outside Walls - Face brick)	m ²	150		
5.4.4.3		190mm Brickforce to Wall	m	300		
5.4.4.4		90mm Brickforce to Outside Walls	m	135		
5.4.4.5		390 x 190 x 50 Air Brick	No.	8		
5.4.4.6		Precast Prestressed Concrete Lintels, suitable for blocks, lengths Not Exceeding 1.5m	m	9		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.4.4.7		Precast Prestressed Concrete Lintels, suitable for blocks, Lengths Exceeding 1.5m but Less than 6m	m	12		
5.4.4.8		Galvanised Hoop Iron Cramps, Ties, etc: 30 x 1.6mm Wall Tie 600mm Long with One End Wrapped Around Rebar and the Other End Wrapped Over and Nailed to Rafter	m	30		
5.4.5		Plaster (15mm thick) 1:4 Cement Plaster on Brickwork:				
5.4.5.1		a) On Walls	m ²	110		
5.4.5.2		b) On Narrow Widths	m ²	22		
5.4.5.3		c) 50mm Radius Skirting	m	120		
5.4.6		Paint Interior				
5.4.6.1		a) Primer as per spec	m ²	110		
5.4.6.2		b) Paint as per spec	m ²	110		
		Exterior				
5.4.6.3		a) Primer as per spec	m ²	0		
5.4.6.4		b) Paint (Lighter Colour - as per spec)	m ²	0		
5.4.6.5		c) Paint (Darker Colour - as per spec)	m ²	0		
		Floors				
5.4.6.6		a) Epoxy Paint Floors	m ²	115		
5.4.7		Ironmongery Doors Complete, including leaf, frame, hinges, handles, stops, lock sets etc				
5.4.7.1		a) Door (as per drawings)	No.	4		
5.4.7.2		d) 150 x 50 GMS Purlin	m	9		
		Painting of Doors				
5.4.7.3		Laquer Thinners for Knots and Resinous areas	m ²	18		
5.4.7.4		Woodcare Knot Seal	m ²	18		
5.4.7.5		1 Coat Plascon Woodcare Pretreatment	m ²	18		
5.4.7.6		1 Coat Wood Primer (UC2)	m ²	70		
5.4.7.7		2 Coats Wall and All (WAA)	m ²	70		
		Frame Finishing				
5.4.7.8		Laquer Thinners for Knots and Resinous areas (Door A/C/D)	m ²	15		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.4.7.9		Woodcare Knot Seal (Door A/C/D)	m ²	18		
5.4.7.10		1 Coat Plascon Woodcare Pretreatment (Door A/C/D)	m ²	15		
5.4.7.11		1 Coat Wood Primer (UC2) (Door A/C/D)	m ²	15		
5.4.7.12		2 Coats Wall and All (WAA) (Door A/C/D)	m ²	15		
		Glazing				
		All glazing shall be in accordance with SABS 0400-1990, SABS 1263-1. All safety glazing materials				
5.4.7.13		3mm obscure glass	m ²	20		
		Galvanised windows				
		Supply and install hot dipped galvanised 1.6mm steel window frames to comply with SANS 727				
5.4.7.14		Window (as per drawings)	No.	8		
5.4.8		Roofing				
		False work, formwork and concrete finish				
5.4.8.1		Vertical formwork to provide (class F3) surface finish	m ²	55		
5.4.8.2		Horizontal formwork to provide (class F3) surface finish	m ²	85		
5.4.8.3		Horizontal formwork to provide (class U2) surface finish	m ²	75		
		Steel Reinforcement				
		Steel Reinforcement of concrete roof slab and up-stand beams				
5.4.8.4		High yield stress steel bars	t	2		
5.4.8.5		40Mpa (28 days) 200mm Thick Powerfloat Finished Slab	m ³	20		
5.4.8.6		Making and Testing Set of Six 150 x 150 x 150 Concrete Strength Test Cubes, to be tested by an Independent Laboratory (Provisional)	Sets	4		
5.4.8.7		Elastoplastomeric polymer-bitumen waterproofing membrane torched on to roof slab to be finished off with aluminum pigment bitumen based paint coating in full compliance to manufacturers specification	m ²	80		
5.4.8.8		203x133x30 I-Section crawl beam anchored into RC roof slab with chemical anchors @ 1000 c/c	m	15		
5.4.9		Guttering				
5.4.9.1		Full bore outlet (to lead to PVC downpipe)	No.	4		
5.4.9.2		75mm uPVC downpipe x 3.2m long including 2 no brackets per downpipe	No.	4		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.5		New Chlorine Cylinders Storage Room				
5.5.1	SABS 1200DB	Site Clearance				
5.5.1.1		Clear Vegetation, Grass, Shrubs etc. and Trees of Girth up to 1m and Remove to Dumpsite, Stockpile, Maintain/Preserve and Reinststate Topsoil (150mm Deep)	m ²	120		
5.5.1.2		Shrubs, Trees and Grass along Route of Pipeline and at Ablution Block Sites. Clear Trees of Girth and Designated Obstacles > 1.0m Up To and Including 2m	sum	1		
5.5.1.3		Remove rubble and cart away to an approved landfill site	m ³	11		
5.5.2		Earthworks and Foundations				
		Foundations and Foundations Excavations				
5.5.2.1		Excavate 1m beyond entire foundation footprint using 1:1 (V:H) side slopes	m ³	140		
5.5.2.2		Rip and re-compact 150mm thick bottom in-situ layer when established at 1m below raft slab	m ³	20		
5.5.2.3		Excavation in Earth for Strip Foundations Exceeding 0.5m Deep and Not Exceeding 1m Deep.	m ³	30		
5.5.2.4		Allow for Keeping Excavations Free of Water by Hand or Machinery	Item	1		
5.5.2.5	Construct earth mattress in 150mm layers to be compacted and tested at each layer using G6 material compacted to be achieved at 95% MOD AASHTO at OMC. Layers shall be constructed to beneath foundations and around footprint to GL	m ³	140			
5.5.2.6	15Mpa Concrete Blinding under Footings.	m ³	5			
5.5.2.7	30Mpa (28 days) 19mm Reinforced Concrete On Raft Foundations	m ³	15			
5.5.2.8	Blockwork on on foundations up to DPC level					
5.5.2.9	M90	m ²	15			
5.5.2.10	M190	m ²	25			
Carried Forward						



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
		Soil Insecticide:				
5.5.2.11		Soil to be Poisoned in Accordance with SABS 1165 (Certificate must be Approved by an Accredited Applicator) under floors etc. including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m ²	120		
5.5.2.12		Reinforcing Mesh Ref. 193 with a Cover of 50mm	m ²	120		
5.5.2.13		Reinforcing Mesh Ref. 245 with a Cover of 50mm	m ²	10		
		False work, formwork and concrete finish				
		Formwork to provide (class F1) surface finish				
5.5.2.14		(i) Type E concrete drains	m ²	50		
		Vertical formwork to provide class F1 surface finish to				
5.5.2.15		(i) Footings	m ²	55		
		Steel Reinforcement				
		Steel Reinforcement of Raft Foundation				
5.5.2.16		High yield stress steel bars (Raft foundation)	t	2		
5.5.2.17		30Mpa (28 days) 150mm Thick Powerfloat Finished Slab	m ³	12		
5.5.2.18		30Mpa (28 days) Concrete to Aprons / v drain (steel float finish)	m ³	7		
5.5.2.19		Making and Testing Set of Six 150 x 150 x 150 Concrete Strength Test Cubes, to be tested by an Independent Laboratory (Provisional)	Sets	4		
5.5.2.20		100mm wide x 10mm thick Jointex Joint Filler with 10 x 10mm Tear-Off Strip	m	170		
5.5.2.21		10mm x 10mm SikaFlex at Facade Joint Sealer	m	100		
		Earthworks				
5.5.2.22		Cut To Level	m ³	20		
5.5.2.23		Extra-over for Boulder Excavations	m ³	2		
5.5.2.24		for Hard Rock Excavations	m ³	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.5.3		Damp Proof Course				
5.5.3.1		One layer of 250 micron 'USB GREEN' waterproof sheeting sealed at laps with 'Gunplas Pressure Sensitive Tape':	m ²	120		
		Gundle® 'Brikgrip® DPC 375' Damp Proof course to SABS mark 952- 1985 Type B:				
5.5.3.2		In 200 thick walls	m	60		
5.5.3.3		In 100 thick walls	m	25		
5.5.4		Blockwork				
5.5.4.1		M190 (190mm thick Walls - Load bearing wall)	m ²	120		
5.5.4.2		M90(90mm thick Walls (Outside Walls - Face brick)	m ²	120		
5.5.4.3		190mm Brickforce to Wall	m	300		
5.5.4.4		90mm Brickforce to Outside Walls	m	135		
5.5.4.5		390 x 190 x 50 Air Brick	No.	8		
5.5.4.6		Precast Prestressed Concrete Lintels, suitable for blocks, lengths Not Exceeding 1.5m	m	9		
5.5.4.7		Precast Prestressed Concrete Lintels, suitable for blocks, Lengths Exceeding 1.5m but Less than 6m	m	12		
5.5.4.8		Galvanised Hoop Iron Cramps, Ties, etc: 30 x 1.6mm Wall Tie 600mm Long with One End Wrapped Around Rebar and the Other End Wrapped Over and Nailed to Rafter	m	30		
5.5.5		Plaster				
		(15mm thick) 1:4 Cement Plaster on Brickwork:				
5.5.5.1		a) On Walls	m ²	110		
5.5.5.2		b) On Narrow Widths	m ²	22		
5.5.5.3		c) 50mm Radius Skirting	m	120		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
5.5.6		Paint				
		Interior				
5.5.6.1		a) Primer as per spec	m ²	110		
5.5.6.2		b) Paint as per spec	m ²	110		
		Exterior				
5.5.6.3		a) Primer as per spec	m ²	0		
5.5.6.4		b) Paint (Lighter Colour - as per spec)	m ²	0		
5.5.6.5		c) Paint (Darker Colour - as per spec)	m ²	0		
		Floors				
5.5.6.6		a) Epoxy Paint Floors	m ²	115		
5.5.7		Ironmongery				
		Doors Complete, including leaf, frame, hinges, handles, stops, lock sets etc				
5.5.7.1		a) Door (as per drawings)	No.	4		
5.5.7.2		d) 150 x 50 GMS Purlin	m	9		
		Painting of Doors				
5.5.7.3		Laquer Thinners for Knots and Resinous areas	m ²	18		
5.5.7.4		Woodcare Knot Seal	m ²	18		
5.5.7.5		1 Coat Plascon Woodcare Pretreatment	m ²	18		
5.5.7.6		1 Coat Wood Primer (UC2)	m ²	70		
5.5.7.7		2 Coats Wall and All (WAA)	m ²	70		
		Frame Finishing				
5.5.7.8		Laquer Thinners for Knots and Resinous areas (Door A/C/D)	m ²	15		
5.5.7.9		Woodcare Knot Seal (Door A/C/D)	m ²	18		
5.5.7.10		1 Coat Plascon Woodcare Pretreatment (Door A/C/D)	m ²	15		
5.5.7.11		1 Coat Wood Primer (UC2) (Door A/C/D)	m ²	15		
5.5.7.12		2 Coats Wall and All (WAA) (Door A/C/D)	m ²	15		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 6 - OLIFANTSPOORT WATER TREATMENT WORKS -BUILDINGS AND MINOR CIVIL WORKS

ITEM No	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
		Glazing				
		All glazing shall be in accordance with SABS 0400-1990, SABS 1263-1. All safety glazing materials shall be permanently marked				
5.5.7.13		3mm obscure glass	m ²	20		
		Galvanised windows				
		Supply and install hot dipped galvanised 1.6mm steel window frames to comply with SANS 727				
5.5.7.14		Window (as per drawings)	No.	8		
5.5.8		Roofing				
		False work, formwork and concrete finish				
5.5.8.1		Vertical formwork to provide (class F3) surface finish	m ²	55		
5.5.8.2		Horizontal formwork to provide (class F3) surface finish	m ²	85		
5.5.8.3		Horizontal formwork to provide (class U2) surface finish	m ²	75		
		Steel Reinforcement				
		Steel Reinforcement of concrete roof slab and up-stand beams				
5.5.8.4		High yield stress steel bars	t	2		
5.5.8.5		40Mpa (28 days) 200mm Thick Powerfloat Finished Slab	m ³	20		
5.5.8.6		Making and Testing Set of Six 150 x 150 x 150 Concrete Strength Test Cubes, to be tested by an Independent Laboratory (Provisional)	Sets	4		
5.5.8.7		Elastoplastic polymer-bitumen waterproofing membrane torched on to roof slab to be finished off with aluminum pigment bitumen based paint coating in full compliance to manufacturers specification	m ²	80		
5.5.8.8		203x133x30 I-Section crawl beam anchored into RC roof slab with chemical anchors @ 1000 c/c	m	15		
5.5.9		Guttering				
5.5.9.1		Full bore outlet (to lead to PVC downpipe)	No.	4		
5.5.9.2		75mm uPVC downpipe x 3.2m long including 2 no brackets per downpipe	No.	4		
Total of Section 6 Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: Rehabilitation of Megoring and Thakgalang River Crossings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A2 - MEGORING: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A2.1	8.3.1	Site Clearance				
A2.1.1	8.3.1 (a)	Clear Vegetation and Trees of Girth Up to 1m (m 6 Wide Strip)	m	240		
A2.1.2	8.3.1 (b)	Clear Trees of Girth Over 1,0 m and Designated Obstacles	No	Rate Only		
A2.1.3	PSDB 8.3.1 (c)	Remove topsoil (strip to 150 mm Deep), Stockpile, Prevent Dust Nuisance and Reinstate on Upon Completion	m ²	480		
A2.2	8.3.2	Excavation				
	8.3.2 (a)	Excavate in all Materials for Trenches, Backfill, Compact and Dispose of Surplus Material with Depth Over and Up to:				
A2.2.1		1.0 m 2.0 m	m ³	50		
A2.2.2		2.0 m 3.0 m	m ³	1 000		
A2.2.3		3.0 m 4.0 m	m ³	200		
A2.2.4		4.0 m 5.0 m	m ³	10		
	PSDB8.3.2	Extra-over Item (a) above for:				
A2.2.5	8.3.2 (b) (2)	Hard Rock Excavation	m ³	20		
A2.2.6	PSDB 8.3.2	Excavate and Dispose of Boulders Class A	m ³	10		
A2.2.7	8.3.2 (c)	Excavate and Dispose of Unsuitable Material From Trench Bottom (provisional)	m ³	50		
A2.3	8.3.3	Excavation ancillaries				
	8.3.3.1	Make Up Deficiency in Backfill Material (provisional)				
A2.3.1	8.3.3.1 (a)	From Other Necessary Excavations On Site	m ³	50		
A2.3.2	PSDB	Compaction in Road Reserves				
A2.3.2.1	8.3.3.3 (a)	Under roadways to 93% MOD AASHTO	m ³	200		
A2.3.2.2	8.3.3.3 (b)	Elswhere to 93% to MOD AASHTO	m ³	50		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A2 - MEGORING: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
A2.4	8.3.5	Existing Services that intersect or adjoin a Pipe Trench				
	8.3.5(a)	Services That intersect a Trench				
A2.4.1		1) Stock Fences	No	Rate		
A2.4.2		2) Storm Water Pipes	No	Rate		
A2.4.3		3) Water Pipes	No	Rate		
A2.4.4		4) Gravel Roads	No	2		
	8.3.5 (b)	Services That adjoin a Trench				
A2.4.5		1) Stock Fence	m	Rate		
A2.4.6		2) Storm Water Pipes	m	10		
A2.4.7		3) Water Pipes	m	165		
A2.5	PSDB8.3.6	Finishing				
	8.3.6.1	Reinstate Road Surfaces Complete				
A2.5.1	8.3.6.1 (a)	Gravel Road Surfaces	m ²	150		
A2.5.2	8.3.7	Accommodation of traffic including bypass and signage	Sum	1		
TOTAL SECTION A2 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A3 - MEGORING: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A3.1	8.2.1	Steel Pipes				
A3.1.1		Supply, Lay, Bed, Join and Test 600 ND / 8 mm Wall Thickness Grade X42 Beveled Steel Pipes, Pipes are to be Welded, CML internally lined and Coated as per PSCL Particular Specifications.	m	326		
A3.1.2		Temporary By-pass Pipeline (800 ND Steel Pipeline available at PS2 Pump Station Lebowakgomo) Temporary By-pass Pipeline & Existing Fittings - Transport, Lay, Join and Test 800 ND / 10 mm Wall Thickness Grade C Beveled Steel Pipes, Epoxy lined and primer coat externally. Allow for machining of rough pipe ends to allow for joining.	m	160		
A3.1.3		Pre-Cast Concrete Plinths with Pipe Straps (Available at PS2 Pump Station Lebowakgomo) Pre-Cast Concrete Plinths inclusive of Transport, Earthworks & Excavation, preparation & compaction, leveling, Rubber insertions between plinths & pipes, all nuts and washers.	no	21		
A3.1.4		Temporary By-pass Pipeline Dismantling Dismantling of the by-pass pipeline (800 ND) and transporting the Pipes & All Fittings back to PS2 Pump Station -	m	160		
		Dismantling of the Plinth Pipe straps and transporting the plinths, straps, rubber insertions, nuts & washers back to PS2 Pump Station - Lebowakgomo)	no	21		
A3.1.5		Existing 600 ND Steel Pipe cutting and transporting to PS2 Pump Station - Lebowakgomo)	m	163		
A3.3	8.2.2	Steel Fittings				
A3.3.1		Steel Bends PN40- Supply, Lay, Join, Test and Bed 600mm ND / 8mm Wall Thickness Grade X52 Steel Bends with Solvent Free Liquid Epoxy Lining and				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A3 - MEGORING: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A3.3.1.1		0° - 5°	No	8		
A3.3.1.2		20° - 45°	No	10		
A3.3.2.1		Straight Pipe Section, 600mm ND, roughly 500mm long, Flanged one side & plain ended the other side (Item number TC1)	No	4		
A3.3.2.2		Dismantling Coupling, 600mm ND (Item number TC2)	No	4		
A3.3.2.3		Straight Pipe Section, 600mm ND, 1000mm long, Flanged both sides (Item number TC3)	No	4		
A3.3.2.4		Short Radius Bend, 600mm ND, Flanged both sides (Item number TC4)	No	2		
A3.3.2.5		Straight Pipe Section, 600mm ND roughly 3000mm long, Flanged both sides (Item number TC5)	No	2		
A3.3.2.6		Sweep Tee, 600mm ND, Flanged all sides (Item number TC6)	No	2		
A3.3.2.7		Steel Reducer, 600mm ND to 800mm ND, Flanged on 600mm side & plain ended on 800mm side (Item number TC7)	No	2		
A3.3.2.8		Steel Tee, 800mm x 800mm x 600mm ND, Flanged on 600mm side, plain ended the other two sides	No	1		
A3.3.2.9		600mm Blank Flange with 150mm drilled	No	1		
A3.3.2.10		150mm RSV Gate Valve, Non-Rising Spindle & Hand Operated	No	1		
A3.3.2.11		150mm Air Valve, Double Orifice, Dual Action with mechanism to prevent slamming	No	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A3 - MEGORING: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
A3.4	8.2.3	VALVE CHAMBERS				
A3.4.1		Air Valve Chambers				
A3.4.1.1		Air Valve Chamber for 100DN double orifice vacuum break PN40 air valve including isolating valve , Complete as Shown on Drawing, including all the pipework, Excavation, Reinforcement and Concrete Work, Supply Material	No	2		
A3.4.1.2		Dismantling fittings and valves inside existing air valve chambers and transport all items to PS2 Pump Station - Lebowakgomo). Demolish the existing air valve chamber structures and remove rubble.	No	2		
A3.4.2		Scour Valve Chamber				
A3.4.2.1		Scour Valve Chamber PN40, with 2x 200mm Scour valves and 400mm dismantling coupling including 400mm isolating valve , with 100mm dia by-pass and gate valve. Complete as Shown on Drawing, including all the pipework, Excavation, Reinforcement and Concrete Work, Supply Material	No	1		
A3.4.2.2		Dismantling fittings and valves inside existing scour valve chambers and transport all items to PS2 Pump Station - Lebowakgomo). Demolish the existing scour valve chamber structures and remove rubble.	No	2		
A3.5		General				
A3.5.1	PSL5.11	Cut-in and Connect to Existing Water infrastructure within Stipulated Time Frame including all Pipework as Specified. Inclusive for Both 600mm ND pipelines, on both sides (start and end points) and for both the temporary by-pass pipeline and the new permanent two river crossing pipelines.	Sum	1		
A3.5.2	PSPS3.16	Radiographic Examination and Testing of Pipe Welded Joints	No	22		
TOTAL SECTION A3 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION A4 - MEGORING: BEDDING (FLEXIBLE PIPES) - SANS 1200LB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A4.1	PSLB 8.2.1	Provision of Bedding From Trench Excavation				
A4.1.1		a) Selected Granular Material	m ³	30		
A4.1.2		B) Selected Fill Material	m ³	14		
A4.2	8.2.2	Supply only of Bedding By Importation				
	8.2.2.3	From Commercial Sources				
A4.2.1		a) Selected Granular Material	m ³	260		
A4.2.2		B) Selected Fill Material	m ³	80		
A4.3	8.2.3	Encasing Pipes in Concrete				
		Supply Material and Construct Concrete Encasement for 2 x 600 DN Pipes for River Crossings as Specified on Drawings.				
A4.3.1		Concrete Grade 15/19	m ³	294		
A4.3.2		Steel Mesh Ref No 100	m ²	1 500		
TOTAL SECTION A4 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B2 - THAKGALANG: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B2.1	8.3.1	Site Clearance				
B2.1.1	8.3.1 (a)	Clear Vegetation and Trees of Girth Up to 1m (3m Wide Strip)	m	105		
B2.1.2	8.3.1 (b)	Clear Trees of Girth Over 1,0 m and Designated Obstacles	No	Rate Only		
B2.1.3	PSDB 8.3.1 (c)	Remove topsoil (strip to 150 mm Deep), Stockpile, Prevent Dust Nuisance and Reinstate on Upon Completion	m ²	315		
B2.2	8.3.2	Excavation				
	8.3.2 (a)	Excavate in all Materials for Trenches, Backfill, Compact and Dispose of Surplus Material with Depth Over and Up to:				
B2.2.1		1.0 m 2.0 m	m ³	30		
B2.2.2		2.0 m 3.0 m	m ³	342		
B2.2.3		3.0 m 4.0 m	m ³	115		
B2.2.4		4.0 m 5.0 m	m ³	12		
	PSDB8.3.2	Extra-over Item (a) above for:				
B2.2.6	8.3.2 (b) (2)	Hard Rock Excavation	m ³	374		
B2.2.7	PSDB 8.3.2	Excavate and Dispose of Boulders Class A	m ³	30		
B2.2.8	8.3.2 (c)	Excavate and Dispose of Unsuitable Material From Trench Bottom (provisional)	m ³	70		
B2.3	8.3.3	Excavation ancillaries				
	8.3.3.1	Make Up Deficiency in Backfill Material (provisional)				
B2.3.1	8.3.3.1 (a)	From Other Necessary Excavations On Site	m ³	70		
B2.3.2	PSDB	Compaction in Road Reserves				
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B2 - THAKGALANG: EARTHWORKS (PIPE TRENCHES) - SANS 1200DB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B2.3.2.1	8.3.3.3 (a)	Under roadways to 93% MOD AASHTO	m ³	90		
B2.3.2.2	8.3.3.3 (b)	Elswhere to 93% to MOD AASHTO	m ³	35		
B2.4	8.3.5	Existing Services that intersect or adjoin a Pipe Trench				
	8.3.5(a)	Services That intersect a Trench				
B2.4.1		1) Stock Fences	No	Rate		
B2.4.2		2) Storm Water Pipes	No	Rate		
B2.4.3		3) Water Pipes	No	Rate		
B2.4.4		4) Gravel Roads	No	2		
	8.3.5 (b)	Services That adjoin a Trench				
B2.4.5		1) Stock Fence	m	Rate Only		
B2.4.6		2) Storm Water Pipes	m	10		
B2.4.7		3) Water Pipes	m	140		
B2.5	PSDB8.3.6	Finishing				
	8.3.6.1	Reinstate Road Surfaces Complete				
B2.5.1	8.3.6.1 (a)	Gravel Road Surfaces	m ²	70		
B2.5.2	8.3.7	Accommodation of traffic including bypass and signage	Sum	1		
TOTAL SECTION B2 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3 - THAKGALANG: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B3.1	8.2.1	Steel Pipes				
B3.1.1		Supply, Lay, Bed, Join and Test 600 ND / 8 mm Wall Thickness Grade X42 Beveled Steel Pipes, Pipes are to be Welded, CML internally lined and Coated as per PSCL Particular Specifications.	m	140		
B3.1.2		Temporary By-pass Pipeline (800 ND Steel Pipeline available at PS2 Pump Station Lebowakgomo) Temporary By-pass Pipeline & Existing Fittings - Transport, Lay, Join and Test 800 ND / 10 mm Wall Thickness Grade C Beveled Steel Pipes, Epoxy lined and primer coat externally. Allow for machining of rough pipe ends to allow for joining.	m	154		
B3.1.3		Pre-Cast Concrete Plinths with Pipe Straps (Available at PS2 Pump Station Lebowakgomo) Pre-Cast Concrete Plinths inclusive of Transport, Earthworks & Excavation, preparation & compaction, leveling, Rubber insertions between plinths & pipes, all nuts and washers.	no	28		
B3.1.4		Temporary By-pass Pipeline Dismantling Dismantling of the by-pass pipeline (800 ND) and transporting the Pipes & All Fittings back to PS2 Pump Station - Dismantling of the Plinth Pipe straps and transporting the plinths, straps, rubber insertions, nuts & washers back to PS2 Pump Station - Lebowakgomo)	m	154		
B3.1.5		Existing 600 ND Steel Pipe cutting and transporting to PS2 Pump Station - Lebowakgomo)	m	140		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3 - THAKGALANG: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
B3.3	8.2.2	Steel Fittings				
B3.3.1		Steel Bends PN25- Supply, Lay, Join, Test and Bed 600mm ND / 8mm Wall Thickness Grade X52 Steel Bends with Solvent Free Liquid Epoxy Lining and Coated as per PSCL Particular Specifications for The Following:				
B3.3.1.1		0° - 5°	No	5		
B3.3.1.2		20° - 45°	No	6		
B3.3.2		Steel Fittings for Temporary By-Pass Pipeline PN25 as per drawing: P1001-EB1L-CIV-1301- Supply, Lay, Join, Test and Bed 600mm ND / 8mm Wall Thickness Grade X52 Steel Fittings with Solvent Free Liquid Epoxy Lining and Coated as per PSCL Particular Specifications for The Following:				
B3.3.2.1		Straight Pipe Section, 600mm ND, roughly 500mm long, Flanged one side & plain ended the other side (Item number TC1)	No	2		
B3.3.2.2		Dismantling Coupling, 600mm ND (Item number TC2)	No	2		
B3.3.2.3		Steel Reducer, 600mm ND to 800mm ND, Flanged on 600mm side & plain ended on 800mm side (Item number TC7)	No	2		
B3.3.2.4		Steel Tee, 800mm x 800mm x 600mm ND, Flanged on 600mm side, plain ended the other two sides	No	1		
B3.3.2.5		600mm Blank Flange with 150mm drilled opening with a 150mm Flanged Pipe Section.	No	1		
B3.3.2.6		150mm RSV Gate Valve, Non-Rising Spindle & Hand Operated	No	1		
B3.3.2.7		150mm Air Valve, Double Orifice, Dual Action with mechanism to prevent slamming	No	1		
Carried Forward						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B3 - THAKGALANG: MEDIUM PRESSURE PIPELINES - SANS 1200L

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
B3.4	8.2.3	VALVE CHAMBERS				
B3.4.1		Air Valve Chambers				
B3.4.1.1		Air Valve Chamber for 100DN double orifice vacuum break PN25 air valve including isolating valve , Complete as Shown on Drawing, including all the pipework, Excavation, Reinforcement and Concrete Work, Supply Material	No	2		
A3.4.2		Scour Valve Chamber				
A3.4.2.1		Scour Valve Chamber PN25, with 2x 200mm Scour valves and 400mm dismantling coupling including 400mm isolating valve , with 100mm dia by-pass and gate valve. Complete as Shown on Drawing, including all the pipework, Excavation, Reinforcement and Concrete Work, Supply Material	No	1		
A3.4.2.2		Dismantling fittings and valves inside existing scour valve chambers and transport all items to PS2 Pump Station - Lebowakgomo). Demolish the existing scour valve chamber structures and remove rubble.	No	1		
B3.5		General				
B3.5.1	PSL5.11	Cut-in and Connect to Existing Water infrastructure within Stipulated Time Frame including all Pipework as Specified. Inclusive for the 600mm ND pipeline on both sides (start and end points) and for both the temporary by-pass pipeline and the new permanent river crossing pipeline.	Sum	1		
B3.5.2	PSPS3.16	Radiographic Examination and Testing of Pipe Welded Joints	No	20		
TOTAL SECTION B3 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B4 - THAKGALANG: BEDDING (FLEXIBLE PIPES) - SANS 1200LB

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B4.1	PSLB 8.2.1	Provision of Bedding From Trench Excavation				
B4.1.1		a) Selected Granular Material	m ³	20		
B4.1.2		B) Selected Fill Material	m ³	15		
B4.2	8.2.2	Supply only of Bedding By Importation				
	8.2.2.3	From Commercial Sources				
B4.2.1		a) Selected Granular Material	m ³	150		
B4.2.2		B) Selected Fill Material	m ³	40		
B4.3	8.2.3	Encasing Pipes in Concrete				
		Supply Material and Construct Concrete Encasement for 600 DN Pipe for River Crossing as Specified on Drawings.				
B4.3.1		Concrete Grade 15/19	m ³	157		
B4.3.2		Steel Mesh Ref No 100	m ²	1 000		
TOTAL SECTION B4 CARRIED TO SUMMARY						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.3 SUMMARY OF BILL OF QUANTITIES

Section 1	Preliminary and General (Part A, B and C)	R.....
PART A: Specon Pipeline Replacement Phase		
Section 2:	Earthworks (Pipe Trenches)	R.....
Section 3:	Medium Pressure Pipelines	R.....
Section 4:	Bedding (Flexible Pipes)	R.....
Section 5:	Pipe Jacking	R.....
Section 6:	Cathodic Protection	R.....
Section 7:	Service Roads	R.....
Sub-Total Part A		R.....
PART B: Refurbishment of Olifantspoort Water Treatment Works		
Section 2:	Water Treatment Works Process	R.....
Section 3:	Mechanical Refurbishment	R.....
Section 4:	Electrical Refurbishment	R.....
Section 5:	Control and Instrumentation Refurbishment	R.....
Section 6:	Buildings and Minor Civil Works	R.....
Sub-Total Part B:		R.....
PART C: Rehabilitation of Megoring and Thakgalang River Crossings		
Section A2:	Megoring Earthworks (Pipe Trenches)	R.....
Section A3:	Megoring Medium Pressure Pipelines	R.....
Section A4:	Megoring Bedding (Flexible Pipes)	R.....
Section B2:	Thakgalang Earthworks (Pipe Trenches)	R.....
Section B3:	Thakgalang Medium Pressure Pipelines	R.....
Section B4:	Thakgalang Bedding (Flexible Pipes)	R.....
Sub-Total Part C		R.....
SUB-TOTAL: (Section 1 + Sub-Total Part A + Sub-Total Part B + Sub-Total Part C)		R.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(a) Sub-Total R.....
(Total of Schedule of Quantities on previous page)

(b) Contract Price Adjustment [at 10% of (a)] R.....
(Sum provided in terms of provisions of General Conditions of Contract)

(c) Contingencies [at 10% of (a)] R.....

(d) Sub-Total [(a) + (b) + (c)] R.....

VAT [at 15% of (d)] R.....

NET TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE R.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.4 BANKING DETAILS

The Tenderer is requested to complete the following in full.

Bank Name :

Account Holder's Name :

Account Number :

Branch Code :

Contact Person :

Contact Number :

Signature of Tenderer:

Signed on behalf of :

Date:

END OF DOCUMENT 1 of 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2