

## **TENDER DOCUMENT**

**CONTRACT NUMBER: 103/2023**  
**CONTRACT NAME: STRUCTURAL REPAIRS TO THE  
PARADISE BEACH ELEVATED WATER TOWER**  
**DATE: 23 MAY 2023**

### **VOLUME 1 OF 1**

SERVICE PROVIDER	
EMAIL ADDRESS	
CLOSING DATE	23 June 2023
CONTACT NUMBER	

Prepared for:  
Kouga Local Municipality  
16 Woltemade Street  
JEFFREYS BAY  
6330

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**KOUGA LOCAL MUNICIPALITY**

**BID No.: 103/2023**

**STRUCTURAL REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER**

**GENERAL TENDER INFORMATION**

<b>TENDERS INVITED</b>	:	Tuesday 23 May 2023
<b>ESTIMATED CIDB CONTRACTOR GRADING</b>	:	5CE or 5GB or higher
<b>CLARIFICATION MEETING</b>	:	A compulsory virtual clarification meeting will be held on Friday 2 June at 12h00
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Virtual Meeting
<b>CLOSING DATE</b>	:	Friday 23 June 2023
<b>CLOSING TIME</b>	:	12:00:00 PM / 12h00
<b>CLOSING VENUE</b>	:	Tender Box at the Municipal Office, Room 112 16 Woltemade Street (front) / 21 St. Croix Street (back), Jeffreys Bay
<b>VALIDITY PERIOD OF TENDER</b>	:	90 days
<b>TENDER BOX</b>	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

**KOUGA LOCAL MUNICIPALITY****BID No.: 103/2023****STRUCTURAL REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER****PARTICULARS OF BIDDER**

Name of Bidder	
Contact Person:	
Postal Address	
Street Address	
Telephone Number	Code:            Number:
Cell phone Number	
Facsimile Number	Code:            Number:
E-Mail Address	
CSD Supplier Number (National Treasury)	
CIDB CRS Number	
Vat Registration Number	

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## TENDER

<b>T1      TENDERING PROCEDURES</b>
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- T1.1    Tender Notice and Invitation to Tender
- T1.2    Tender Data
- T1.3    Standard Conditions of Tender

<b>T1.1</b>	<b>TENDER NOTICE AND INVITATION TO TENDER</b>
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**KOUGA LOCAL MUNICIPALITY (EC108)**  
**DIRECTORATE: INFRASTRUCTURE & ENGINEERING**  
**NOTICE NO: 103/2023**

**APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE STRUCTURAL  
REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER**

Suitably Qualified, Capable and Experienced Service Providers are hereby invited to submit tenders for the Structural Repairs to the Paradise Beach Elevated Water Tower at Kouga Local Municipality. The contract is based on the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

**Tenders**

An electronic copy of the tender document will be available on E-Tender portal [www.etender.gov.za](http://www.etender.gov.za) or the municipal website [www.kouga.gov.za](http://www.kouga.gov.za) as from Tuesday, 23 May 2023. After downloading the tender document from the website each prospective bidder **MUST** send a request to [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za) and copied to [infrastructuretenders@kouga.gov.za](mailto:infrastructuretenders@kouga.gov.za).

The link will also be available on the municipal website.

A compulsory virtual clarification session will be arranged for the **Friday, 02 June 2023 @12h00pm**. **Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting.**

Join Zoom Meeting

<https://kouga-gov-za.zoom.us/j/93344500708?pwd=WDBNVzdUK2I3RGw1bHQ1ZkxDVEMxdz09>

Meeting ID: 933 4450 0708

Passcode: 107807

**Please note:**

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **An estimated contractor CIDB Grading of 5CE or 5GB or higher is required.**
- **A minimum functional assessment score of 70% will apply to this contract.**
- A valid Tax compliance Status pin must be submitted.



- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to [tenders@kouga.gov.za](mailto:tenders@kouga.gov.za) and copied to [infrastructuretenders@kouga.gov.za](mailto:infrastructuretenders@kouga.gov.za).

Completed documents in a sealed envelope endorsed "**NOTICE NO: 103/2023: "APPOINTMENT OF A SUITABLY QUALIFIED SERVICE PROVIDER FOR THE STRUCTURAL REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **FRIDAY, 23 JUNE 2023 at 12:00.**

**C. DU PLESSIS**  
**MUNICIPAL MANAGER**

P.O. Box 21  
JEFFREYS BAY  
6330

**PART A****INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY</b>					
BID NUMBER:	<b>103/2023</b>	CLOSING DATE:	<b>23 June 2023</b>	CLOSING TIME:	<b>12h00</b>
DESCRIPTION	<b>STRUCTURAL REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED  
IN THE BID BOX SITUATED AT

<b>KOUGA LOCAL MUNICIPALITY, 16 WOLTEMADE STREET, JEFFREYS BAY</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1. 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]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER	.....		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED</b>		

DIRECTED TO:		TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mr Jacques du Toit
CONTACT PERSON	Supply Chain Manager	TELEPHONE NUMBER	042-200-2200
TELEPHONE NUMBER	042-200-2200	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	infrastructuretenders@kouga.gov.za
E-MAIL ADDRESS	tenders@kouga.gov.za		

## **T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

“Bid” should read “tender,” and vice versa, throughout the document – implying both words have the same meaning.

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

### **Clause Tender Data Number**

#### **C.1 General**

##### **C.1.1 Actions**

The Employer is **KOUGA LOCAL MUNICIPALITY**.

##### **C.1.2 Tender Documents**

*Add the following:*

The following documents form part of this tender:

**VOLUME 2:** The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 3:** The SANS Standard Specifications for Civil Engineering Construction prepared by Standards South Africa (SANS 1200). These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 2 and 3 may also be inspected, by appointment, at the offices of the Employer during normal office hours.

The Tender Documents issued by the Employer comprise:

**VOLUME 1:** The Tender Document (this document), in which are bound:

#### **THE TENDER**

##### **Part T1: Tendering Procedures**

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

##### **Part T2: Returnable documents**

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

## THE CONTRACT

### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Performance Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Protection of the Environmental Declaration

### Part C2: Pricing data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

### Part C3: Scope of Work

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Specifications for Civil Infrastructure
- C3.7 Specifications for Building Infrastructure
- C3.8 Specifications for Mechanical Equipment
- C3.9 Specifications for Electrical Equipment
- C3.10 Health and Safety Requirements and Procedures
- C3.11 Environmental Management Requirements and Procedures

### Part C4 : Site Information

- C4.1 General Site Information

### Part C5 : Annexures

#### C.1.3 Interpretation

##### C.1.3.1 *Delete the clause and replace with the following:*

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.1.4 Communication

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

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its director: Supply Chain Management or his nominee.

For the purposes of any communication between the Employer and Tenderer:

Name	:	Kouga Local Municipality
Represented by	:	Mr Jacques du Toit or the director of the KLM Infrastructure & Engineering.
Address	:	16 Woltemade Street, Kouga Local Municipality Infrastructure & Engineering office Jeffreys Bay, 6330
Telephone	:	(041) 200 2200
Fax	:	(041) 200 18300
E-mail	:	<u><a href="mailto:infrastructuretenders@kouga.gov.za">infrastructuretenders@kouga.gov.za</a></u>

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

*Delete the full stop at the end of C.1.5.1 c) and replace with, or Add the following after C.1.5.1 c):*

- d) there is a material irregularity in the tender process.

### **C.1.6 Competitive negotiation procedure**

*Add the following to C.1.6.2.1:*

A competitive negotiation procedure will not be followed.

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

*Add the following between C.1.6.3 and C.1.6.3.1:*

A two-stage system will not be followed.

*Add the following after C.1.6.3.2.2*

#### **C.1.6.4 Objections, complaints, queries, and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

##### **C.1.6.4.1 Disputes, objections, complaints, and queries**

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

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

##### **C.1.6.4.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision.
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision

##### **C.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

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

- C.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

- C.1.6.4.5 All requests referring to clause C.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:

***The Municipal Manager, Kouga Local Municipality, PO Box 21, Jeffreys Bay, 6330.***

### C.1.7 **Kouga Local Municipality Supplier Database Registration**

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

Tenderers who wish to register on the Kouga Local Municipality's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Road, Jeffreys Bay.

### C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**

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

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

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

## C.2 **Tenderer's obligations**

### C.2.1 **Eligibility**

*Delete the heading **Eligibility** and Replace with **Responsiveness Criteria***

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

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

*Add the following after C.2.1.2:*

#### C.2.1.2 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### C.2.1.3 Only those tenders that satisfy the following criteria will be declared responsive:

#### C.2.1.3.1 **Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB or CE class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB.

- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the GB or CE class of construction work: and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or 5GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
- d) The CIDB grading is extended to Potentially Emerging (PE) Contractors one grade lower ie 4CE PE or 4GB PE in the tender value range in terms of Regulation 25.(8).

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

#### C.2.1.4.2 **Compliance with requirements of Kouga Local Municipality's SCM Policy and procedures**

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

- a) Full name of entity submitting tender to be provided.
- b) Identification number or company or other registration number to be provided.
- c) Tax reference number to be provided.
- d) VAT registration number to be provided.
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed).
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed).
- h) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed).
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed).
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order.
- l) The tenderer is not an advisor or consultant contracted with the Employer.
- m) The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.

#### C.2.1.4.3 **Minimum score for functionality compliance**

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below. Verifiable proof of similar Scope of Work contracts successfully completed, must be submitted in the applicable Returnable Schedule.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.



CRITERIA	APPLICATION OF THE CRITERIA	WEIGHT/100
Company Experience  Schedule 1H	Demonstrated experience of the tendering entity with respect to <u>comparable projects</u> by completing each row in the Returnable Schedule of work experience in full. <ul style="list-style-type: none"> <li>4 x completed projects &gt; R5m</li> <li>3 x completed projects &gt; R5m</li> <li>2 x completed projects &gt; R5m</li> <li>1 x completed projects &gt; R5m</li> </ul>	(Max 40 points)  40 points 30 points 20 points 10 points
Key Personnel  Schedule P-1	<b>Contracts Manager</b> Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached  Relevant Experience: <ul style="list-style-type: none"> <li>10+ years</li> <li>6 – 10 years</li> <li>3 – 5 years</li> <li>0 - 2 years</li> </ul>	(Max 10 points)  3 points 2 points 0 points  7 points 6 points 3 points 0 points
Key Personnel  Schedule P-2	<b>Construction Manager (Site Agent)</b> Built / Civil Environment Qualification: B Eng / BSc / B Tech National Diploma No Qualification (s) or CV attached  Relevant Experience: <ul style="list-style-type: none"> <li>10+ years</li> <li>6 – 10 years</li> <li>3 – 5 years</li> <li>0 - 2 years</li> </ul>	(Max 10 points)  3 points 2 points 0 points  7 points 6 points 2 points 0 points
Key Personnel  Schedule P-3	<b>General Foreman</b> Relevant Experience: <ul style="list-style-type: none"> <li>10+ years</li> <li>6 – 10 years</li> <li>3 – 5 years</li> <li>0 - 2 years</li> </ul>	(Max 10 points) 10 points 8 points 5 points 0 points
Key Personnel  Schedule P-4	<b>OH&amp;S Agent (SACPCMP Registered – Proof required)</b> Relevant Experience: <ul style="list-style-type: none"> <li>10+ years</li> <li>6 – 10 years</li> <li>3 – 5 years</li> <li>1 - 2 years</li> </ul>	(Max 10 points)  10 points 8 points 5 points 0 points
<b>Maximum possible score for Functionality</b>		<b>80 points</b>

The minimum score for functionality is **70%**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-Responsive.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to Schedule 10, Part T2.2: Returnable Schedules).

Where the tenderer intends to sub-contract any of the work components listed above, full details of the intended sub-contractor and portions of work to be undertaken by them shall be provided with the tender. The verifiable experience of the sub-contractor relevant to the component of work to be performed by them will be taken into consideration when allocating scores.

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

#### C.2.1.4.4 **Local Content**

a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** (Returnable Schedule 23).

C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for this bid are as follows:

Description of services, works or goods	Stipulated minimum threshold
HDG Pipes and fittings	100%
Cement (SANS approved)	100%
Steel Reinforcing	100%

C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Kouga Local Municipality's SCM Policy.

C.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp), or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, at telephone number (012) 394 3927, or the DTI Contact Centre no 0861 843384.

#### C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting and site visit at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers who have signed the attendance register will be declared responsive.

**C.2.1.4.6 Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive. Refer to Schedule 21 of the Returnable Schedules.

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

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

**C.2.7 Clarification meeting**

*Add the following after the second sentence:*

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

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

**C.2.8 Seek Clarification**

*Add the following after the first sentence:*

The tenderer warrants that it has:

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

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

**C.2.12 Alternative tender offers****C.2.12.1 Add the following to C.2.12.1 at the end of the first sentence:**

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

**C.2.12.3** *Add the following to C.2.12.1 at the end of the first sentence:*

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

**C.2.13** **Submitting a tender offer**

*Add the following to C.2.13.1 at the end of the first sentence:*

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

*Add the following to C.2.13.3 at the end of the first sentence:*

- C.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (naught) copies.

*Add the following to C.2.13.5 at the end of the first sentence:*

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

**Employer:** Kouga Local Municipality.  
**Physical address:** 16 Woltemade Street, Jeffreys Bay.  
**Identification details:** Bid Number: 103/2023  
 Title of Contract: REPAIRS TO THE PARADISE BEACH  
 ELEVATED WATER TOWER

Sealed tenders with the Tenderer's name and address and the endorsement "**BID NO. 103/2023: REPAIRS TO THE PARADISE BEACH ELEVATED WATER TOWER**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to C.2.13.6:*

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

*Add the following after C.2.13.9:*

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

- C.2.13.11** The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood, and accepted all the above conditions.

#### C.2.15 Closing time

- Add the following to C.2.15.1 after the first sentence:*
- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

#### C.2.16 Tender offer validity

- Add the following to C.2.16.1 after the first sentence:*
- C.2.16.1 The tender offer validity period is **(90 calendar days)**.
- C.2.16.2 *Delete the clause and replace with the following:*  
Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.

Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.

#### C.2.17 Clarification of tender offer after submission

- Add the following to C.2.17 at the end of the third sentence:*  
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.

#### C.2.18 Provide other material

- Delete the following word in C.2.18.1:*  
C.2.18.1 notarized
- Add the following to C.2.18.1 at the end of the first paragraph:*  
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

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

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

*Add the following after C.2.18.2:*

- C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

#### C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 16: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.7 Health and Safety Specifications for the works detailed in Part C3 Scope of works.

#### C.2.23 **Certificates**

*Add the following after the first sentence:*

The tenderer is required to submit the following:

##### C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 16 Woltemade Street, Jeffreys Bay, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

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

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the Kouga Local Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, *16 Woltemade Street, Jeffreys Bay* or included with the tender submission.

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

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

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector) unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.**

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

*Add the follow new clause after C.2.23.2*

**C.2.24 Proposed Deviations and Qualifications**

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

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

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

**C.3 The Employer's undertakings****C.3.2 Issue Addenda**

*Delete the words "three days" from the first sentence and replace with:*

"Five working days where possible"

*Add the following to C.3.2 at the end of the paragraph:*

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

**C3.4 Opening of tender submissions**

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

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

**C.3.8 Test for responsiveness****C.3.8.2 Delete par C.3.8.2 (c)**

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

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

*Add the following after clause C.3.8.2*

**C.3.8.3** The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.**C.3.9 Arithmetical errors, omissions, and discrepancies**

*Add the following after clause C.3.9.2*

**C.3.9.3** In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

**C.3.10 Clarification of a tender offer**

*Delete the clause and replace with the following:*

**C.3.10** The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.



### T1.3 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 of 08 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

#### 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;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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

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

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

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
  - d) there is a material irregularity in the tender process.
- C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
- C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

- C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that

such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

**C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

- C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
- C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

### **C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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



- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
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.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents and
  - c) other revisions agreed between the employer and the successful tenderer.
- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

## Annex G

(normative)

### Alpha-numerics associated with the Contractor Grading Designations

**Table G1: Contractor grading designations and associated parameters, as per Government Notice 357 of 2019 [Notice No.42561], dated 23 May 2019.**

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

## **T2 RETURNABLE DOCUMENTS AND SCHEDULES**

The original completed tender document (refer clauses C1.2 and C.2.1.4.2 of the Tender Data), excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)**

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Tenderer's Past Supply Chain Management Practises
- 1G Form MBD6: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
- 1H Schedule of Work Satisfactorily carried out by the Tenderer for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Tenderer by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof or Registration and good standing with the Civil Engineering Bargaining Council (BCCEI)
- 1N Proof or Registration and good standing with the Construction Industry Development Board (CIDB)
- 1O Proof of Registration with the Supplier Database
- 1P Available personnel for this project:  
Details of Experience and Qualifications for Contracts Manager, Construction Manager, General Foreman and OH&S Agent

### **2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)**

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard
- 2D Declaration certificate for local production and content for designated sectors

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B Personnel Schedule
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Construction Equipment
- 3E Schedule of Proposed Subcontractors

### **4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

<b>T2.2: RETURNABLE DOCUMENTS</b>
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<b>1A: STATUS OF CONCERN SUBMITTING TENDER</b>
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**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

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

**2. Information to be provided (Attached to the tender)**

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 53 (b))	Copies of:  a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973  (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of:  a) Such Sole Proprietary, or

If the Tendering Entity is a:		Documentation to be submitted with the tender
		b) Each of the Partners in the Partnership  Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document.  (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement.  (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

**3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes

No


REGISTRATION NO: .....



<b>1B: AUTHORITY FOR SIGNATORY</b>
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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.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

**A 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 ..... and who will sign as follows: ..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

NAME	CAPACITY	SIGNATURE

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**B Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as

.....

....., hereby authorize \* Mr / Ms

....., acting in the capacity of

.....,

and who will sign as follows: .....

be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**C Certificate for Joint Venture or Consortia**

We, the undersigned, are submitting this tender offer in a \* Joint Venture / Consortium and hereby authorise \* Mr / Ms

....., acting in

the capacity of lead partner, and who will sign as follows:

..... be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all partners to the \* Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**D Certificate for Sole Proprietor**

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

**As witnesses:**

1. .... Signature: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as

.....  
 .....,

hereby authorize \* Mr / Mrs

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

NAME	ADDRESS	SIGNATURE	DATE

**Note:**

\* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**1C: 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).

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting on behalf of **the tenderer**:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

**1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE**

1. Where the tenderer is a natural person, state / declare whether the tenderer or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the tenderer is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

**YES / NO (INDICATE)**

If so, state particulars:

.....

4. State / declare whether the tenderer or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

**YES / NO (INDICATE)**

If so, state particulars:

.....

- 5.** State / declare whether the tenderer or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

**YES / NO (INDICATE)**

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1E: 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.

**SECTION1: 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

.....

**SECTION 6: RECORD OF SERVICE OF THE STATE**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, 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:

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



If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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:

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

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;
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name  
.....

**1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b></p> <p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.4	<b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1G: FORM MDB 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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

## 1. GENERAL CONDITIONS

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

- (a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- (b) The 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	3	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	0

1.3 Preference points for this bid shall be awarded for:

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

1.4 To be completed by the organ of state:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

**SPECIFIC GOALS**

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.	10	<b>10 Points</b> = Located within the boundaries of the Kouga Local Municipality <b>6 Points</b> - Located within the boundaries of Sarah Baartman District Municipality <b>4 Points</b> - Located within the boundaries of the Eastern Cape <b>1 Point</b> - Outside of the boundaries of the Eastern Cape

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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 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.)***

**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]

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.

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR  
PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

The following is a statement of **similar work** successfully executed by myself/ourselves:

<b>Employer, Contact Person and Telephone Number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed (State current if not yet complete)</b>

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# 11: SCHEDULE OF CONTRACTS AWARDED TO THE TENDERER BY ORGANS OF THE STATE

*(Organs of State include any Local, Provincial or National Government Authority)*

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION**

1. Is the tenderer is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that it accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

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

YES / NO

If so, state particulars:

.....

.....

.....

7. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of .....  
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the

products or services to which this bid invitation relates.

**\* 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



<b>1L: PROPOSED AMENDMENTS</b>
--------------------------------

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

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

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1M: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL**

Tenderers must attach to this page, proof of registration and good standing with the Bargaining Council. (In the case of Joint Ventures, proof must be provided for each partner).

**1N: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

Tenderers must attach to this page, proof of registration and good standing with the CIDB. (In the case of Joint Ventures, proof must be provided for each partner).

**10: PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

<b>1P: DETAILS OF EXPERIENCE AND QUALIFICATIONS FOR CONTRACTS MANAGER, CONSTRUCTION MANAGER (SITE AGENT), GENERAL FOREMAN AND OH&amp;S AGENT</b>
--

Tenderers shall set out in the Schedules hereunder details of the Experience and Qualifications for the Contract Manager, the Construction Manager (Site Agent), General Foreman and the OHS Safety Officer Experience in work of a similar nature to that for which their Tender is submitted.

The tenderer is reminded that the information provided with this Schedule shall be used in terms of Clauses F.2.1.4.3 in Part T.1.2 Tender Data to confirm the tendering entity's eligibility to tender, and the responsiveness of the Tender submitted. The tenderer is therefore required to supply detailed information relating to previous projects, and projects to date, to clearly illustrate that the tendering entity meets key staff experience requirements stipulated in Clause F.2.1.4.3.

**Note: Only the information provided on this Schedule, or attached hereto, will be considered. Failure to complete this Schedule may result in the tender being non-responsive.**

<b>RETURNABLE SCHEDULE P-1  CONTRACTS MANAGER</b>	NAME & SURNAME : ..... YEARS ACCRUED RELEVANT EXPERIENCE : ..... QUALIFICATIONS : .....				
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK R(m)</b>	<b>DATE COMPLETED</b>	<b>EMPLOYER AND CONSULTING ENGINEER  (NAME, TEL No. AND FAX No.)</b>

**NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

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

<b>RETURNABLE SCHEDULE P-2</b>  <b>CONSTRUCTION MANAGER (SITE AGENT)</b>	NAME & SURNAME : .....  YEARS ACCRUED RELEVANT EXPERIENCE : .....  QUALIFICATIONS : .....				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK R(m)	DATE COMPLETED	EMPLOYER AND CONSULTING ENGINEER  (NAME, TEL No. AND FAX No.)

**NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

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

<b>RETURNABLE SCHEDULE P-3</b>  <b>GENERAL FOREMAN</b>	NAME & SURNAME : .....  YEARS ACCRUED RELEVANT EXPERIENCE : .....  QUALIFICATIONS : .....				
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK R(m)</b>	<b>DATE COMPLETED</b>	<b>EMPLOYER AND CONSULTING ENGINEER  (NAME, TEL No. AND FAX No.)</b>

**NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

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



<b>RETURNABLE SCHEDULE P-4</b>  <b>OHS SAFETY OFFICER</b>	NAME & SURNAME : .....  YEARS ACCRUED EXPERIENCE AS <b>OHS SAFETY OFFICER</b> : ..... QUALIFICATIONS : ..... SACPCMP REGISTRATION NO : .....				
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK R(m)</b>	<b>DATE COMPLETED</b>	<b>EMPLOYER AND CONSULTING ENGINEER  (NAME, TEL No. AND FAX No.)</b>

**NOTE : Attached CV and Proof of Qualifications as per Tender's Data clause C.2.1.4.3, in order to score ANY Functionality Points.**

**Also add this person to the Company's Organogram structure.**

**2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE**

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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.

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the 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.
2. 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.
3. 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.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. 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](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

<b>2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE</b>
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality  
33 Da Gama Road  
Jeffreys Bay.

***Should the tenderer not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.***

**2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD**

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

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

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**

**2D: MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2022 (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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/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 and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is:

Description of services, works or goods:

Stipulated minimum threshold:

Description of services, works or goods	Stipulated minimum threshold
HDG Pipes and fittings	100%
Cement (SANS approved)	100%
Steel Reinforcing	100%

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

**(Tick applicable box)**

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 Accounting Officer / Accounting Authority 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 Municipality / Municipal Entity):  
 .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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



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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

GBP

[illegible]

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

## Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

[illegible]

### A. Exempted imported content

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

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with  
Annex C - C 21**

### **B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

**D. Other foreign currency payments**

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

**This total must correspond with  
Annex C - C 23**

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0

(E13) Total local content R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

**3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

**3B: PERSONNEL SCHEDULE**

The tenderer shall insert the number of personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NON-LOCAL (Key Personnel) (Permanently employed by Contractor)	LOCAL			
		Women	Men	Youth	SMME
Contract Manager**					
Site Agent**					
Quantity Surveyor					
Surveyors					
General Foreman					
Foremen					
Operators					
Bricklayers					
Carpenters					
Mechanics					
Electricians					
Watchmen					
Gang Bosses					
Pipe Layers					
Labourers					
* Other					
Total					

\* To be filled in / completed by tenderer.

**The CV's of the Contracts Manager and Site Agent must be attached, in which they highlight their previous experience. The Company Profile of the proposed Sub Contractor is also to be submitted and a letter of intent signed by both parties should key personnel be subcontracted.**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

**3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS**

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. **Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):**

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

Yes	
No	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....  
(Name in Print):

2. .... ID NO: .....  
(Name in Print):



**3D: SCHEDULE OF CONSTRUCTION EQUIPMENT**

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for use on this Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

- (b) Details of major equipment that will be **hired in**, or acquired, for use on the Contract should my / our tender be accepted.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

<b>3E: SCHEDULE OF PROPOSED SUBCONTRACTORS</b>
--

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer

.....

<b>CONTRACT</b>
-----------------

<b>C1 AGREEMENT AND CONTRACT DATA</b>
---------------------------------------

- C1.1 Form of Offer and Acceptance
- C1.2a Contract Data (Part 1)
- C1.2b Contract Data (Part 2)
- C1.3 Form of Guarantee (Pro Forma)
- C1.4 Confirmation of Receipt of Contract (Pro Forma)

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

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

**CONTRACT NUMBER:** 103/2023

**CONTRACT NAME:** Structural repairs to the Paradise Beach elevated water tower

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

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

The offered total of the prices inclusive of Value-Added Tax is:

.....  
 .....  
 ..... Rand (in words)

R..... (in figures)

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

### For and on behalf of the Tenderer:

Name .....

Capacity .....

Signature .....

Date: .....

Name and address of tenderer:

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

Witness Name .....

Witness Signature .....

Date: .....

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement. The terms of the Contract are contained in:

- Part C1: Agreements and Contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site Information and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this 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 deviation (if any), contact the Employer's Agent (whose details are given in the Contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

### For and on behalf of the Employer:

Name .....  
 Capacity .....  
 Signature ..... Date: .....

Name and address of Employer:

.....  
 .....

Witness Name .....  
 Witness Signature ..... Date: .....

**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 be 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 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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Subject

Details

Subject

Details

Subject

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Subject

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Subject

Details

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

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

### C1.2a CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these Conditions of Contract may be obtained at the Tenderer's own cost from the SAICE (Tel: 011-805 5947).

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

Clause	Description
1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
1.1.1.13	The Defects Liability Period is <b>12 Months</b> , measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is <b>6 Months</b> .
1.1.1.15	The Employer is Kouga Local Municipality.
1.1.1.16	The Employer's Agent is Lukhozi Consulting Engineers (Pty) Ltd represented by an employee duly authorised to do so.  Add the following to the clause: Any reference to the term "Engineer" in this Contract shall mean "Employer's Agent" and vice versa.
1.1.1.17	Add the following to the clause:  Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause:  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.
1.2.1.2	The address and telephone number of the Employer is:  KOUGA LOCAL MUNICIPALITY 16 Woltemade Street JEFFREYS BAY 6330  Contact Person: Mr Jacques du Toit Email: <a href="mailto:infrastructuretenders@kouga.gov.za">infrastructuretenders@kouga.gov.za</a> Tel: 067 106 3691
1.2.1.2	The address and telephone number of the Employer's Agent is:



Clause	Description
	<p>LUKHOZI CONSULTING ENGINEERS (PTY) LTD 36 PICKERING STREET NEWTON PARK GQEBERHA 6070</p> <p>Contact Person: Mr C. Bezuidenhout Email: c.bezuidenhout@lukhozi.co.za Tel: 041 363 1984</p>
3.2.4	<p>Add the following to the clause:</p> <p>The Employer has appointed an independent Health and Safety Agent (HSA) on this Contract in terms of the Construction Regulations, 2014 as promulgated in terms of section 43 of the Occupational Health and Safety Act, 1993.</p> <p>The Contractor shall prepare a Health and Safety Plan in accordance with the Site Specific Health and Safety Specification and submit such to the appointed HSA for legal compliance assessment and verification / approval prior to any works commencing.</p>
3.2.5	<p>Add the following additional sub-clause:</p> <p>The Employer's Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.</p>
4.3.1	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> <li>• The Contractor shall comply with the:</li> <li>• Basic Conditions of Employment Act, Act No 75 of 1997;</li> <li>• National Environmental Management Act, Act 107 of 1998;</li> <li>• The Basic Conditions of Employment Act, Act No 75 of 1997;</li> <li>• Occupational Health and Safety Act, Act No 85 of 1993;</li> <li>• Construction Regulations 2014;</li> <li>• Health and Safety Specification prepared by the Employer in terms of the Construction Regulations 2014;</li> <li>• Environmental Management Programme; and</li> <li>• Any and all other relevant applicable laws, regulations, statutory provisions and agreements.</li> </ul>
5.3.1	<p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to clause 4.3)</li> <li>• Environmental Management Plan</li> <li>• Initial Programme (Refer to clause 5.6)</li> <li>• Security (Refer to clause 6.2)</li> <li>• Insurance (Refer to clause 8.6)</li> <li>• CV of Construction Manager (Refer to clause 4.12)</li> <li>• Letter of Good Standing with the Civil Engineering Bargaining Council</li> </ul>
5.3.2	<p>The Contractor is required, within 28 days of the Commencement Date, to submit the documents listed in Contract Data clause 5.3.1 to the Employer's Agent for his approval.</p>

Clause	Description
5.4.2	<p>Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in section C3.4. Site Usage.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.</p>
5.7.3	<p>Add the following to the clause:</p> <p>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.</p>
5.1.1 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p>All gazetted public holidays falling outside the year end break; and The yearend break commencing and ending on dates published by SAFCEC.</p>
5.8.1.5	<p>Add the following new sub-clause:</p> <p>The cost of supervision by the Employer's Agent or his representatives outside of normal working hours (Monday to Friday) shall be to the Contractor's account.</p>
5.12.2.2	<p>Add the following to the clause:</p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <ul style="list-style-type: none"> <li>• 3 working days per month for the months of May to October</li> <li>• 2 working days per month for the months of November to April</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official Contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
5.13.1	<p>The penalty for failing to complete the whole of the Works is <b>R 2 000.00</b> per calendar day.</p>
5.14.1	<p>The requirements for Practical Completion are:</p>

Clause	Description
	The facility is to be fully operational. All spalled concrete with visually corroded reinforcement is repaired; All delaminated cementitious mortar is repaired; All pipework, couplings and adaptors are treated with Denso Tape or similar approved; All steel cat ladders are replaced; All pipework support brackets and straps are replaced; All pipework bolts are replaced; and all related reinstatement of existing services are complete.
5.16.3	The latent defect period is 5 years for building and repair works.  The latent defects period shall commence on the date of the Final Approval Certificate.
6.2	Delete clauses 6.2.1 to 6.2.3 and replace with the following:  6.2.1 The security to be provided by the contractor shall be a Fixed Performance Guarantee of <b>10%</b> of the Contract Sum.  The Fixed Performance Guarantee shall be from an Insurance Company or Financial Institution that is registered with the Financial Services Board in terms of the Financial Intelligence Centre Act.  The Fixed Performance Guarantee shall be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Any other form of security including a Retention Money Guarantee is not permitted.  6.2.2 The Fixed Performance Guarantee shall be submitted within the time period stated in clause 5.3.2 and shall be provided strictly in accordance with the Pro Forma contained in C1.3.  6.2.3 The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion.
6.8.2	The value of payment certificates will <b>not</b> be adjusted by a Contract Price adjustment factor.
6.10.1.5	The percentage advance on plant and materials not yet built into the Permanent Works is <b>80 %</b> .
6.10.3	The percentage retention shall be <b>10 %</b> of payments due, up to the "Limit of retention money" which shall be <b>5 %</b> of the Contract Sum.
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by Sasria is required.
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 5% (five percent) of the value of the damage and/or loss.
8.6.1.3	The limit of indemnity for liability insurance is <b>R 25 000 000.00</b> (Twenty – Five Million Rand).
8.6.1.4	Ground support insurance is required.
9.2.1	Delete "or" at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8: 9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time; 9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or

Clause	Description
	9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.8.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by litigation in a South African court of law.
11.1	None.

**C1.2b CONTRACT DATA (PART 2)**

Clause	Description																																	
1.1.1.9	<p>The name of the Contractor is:</p> <p>.....</p> <p>.....</p>																																	
1.2.1.2	<p>The address of the Contractor is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>																																	
6.5.1.2.3	<p>The percentage allowance to cover profit overhead charges is 15%.</p>																																	
6.8.3	<p>The Contractor is to list below any special materials on which any increase or decrease in price must be considered separately from the Contract Price Adjustment formula:</p> <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price																														
Type of Material	Unit	Rate or Price																																

**C1.3 FORM OF GUARANTEE (PRO FORMA)**
**PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words: .....

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

**CONTRACT DETAILS**

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

## **1. FIXED PERFORMANCE GUARANTEE**

- 1.1. Where a fixed Performance Guarantee has been selected. The Guarantor's liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:**

- 2.1. The Guarantor hereby acknowledges that:
  - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
  - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.2.1 to 2.2.3:
  - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 2.2.2;
  - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 2.2.1 and the sum certified has still not been paid;
  - 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.3; or

- 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2.3; and
- 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.2 and 2.3 shall not exceed the Guarantor's maximum liability in terms of 1.1.
- 2.5. Where the Guarantor has made payment in terms of 2.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 2.2 or 2.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7. Payment by the Guarantor in terms of 2.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 2.2 or 2.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act of section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at .....

Date .....



Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4 CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)**

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) on:

The ..... (day) of ..... (month) ..... (year)

At ..... (place)

It is hereby agreed that the official commencement date of the Contract will be:

The ..... (day) of ..... (month) ..... (year)

**For and on behalf of the Contractor:**

Name .....

Capacity .....

Signature ..... Date: .....

Witness Name .....

Witness Signature ..... Date: .....

<b>C2    PRICING DATA</b>
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C2.1    Pricing Instructions

C2.2    Bill of Quantities

C2.3    Summary of Bill of Quantities

<b>C2.1      PRICING INSTRUCTIONS</b>
---------------------------------------

**C2.1.1      PREAMBLE TO THE BILL OF QUANTITIES**

- C2.1.1.1      The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.
- C2.1.1.2      Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3      A payment reference column is provided in the Bill of Quantities to assist the Tenderer when pricing this tender. Certain items may not have a payment reference and the onus is on the Tenderer to refer to the relevant specifications as stated above to ensure that the item is priced correctly. If in doubt the Tenderer shall preferably seek clarification or else qualify any assumptions made.
- C2.1.1.4      The clauses in a specification in which further information regarding the bill item can be obtained appear under “Payment” column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of bill items. Further information and specifications may be found elsewhere in the Contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g., G for SABS 1200 G.
- C2.1.1.5      Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.1.6      The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer’s Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7      The Bills of Quantities must be completed by the insertion of rates / prices in accordance with the instruction described in the items above. As this Contract is a re-measurable Contract and not a Lump Sum Contract, a blank bill of quantities with only a lump sum amount will not be accepted.
- C2.1.1.8      The prices and rates to be inserted in the Bill of Quantities are to be the 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.

- C2.1.1.9 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.1.1.10 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.
- C2.1.1.11 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.
- C2.1.1.12 All prices or rates inserted in the Bill of Quantities shall EXCLUDE VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.13 Arithmetical errors of responsive tenders will be corrected in terms of the Standard Conditions of Tender.
- C2.1.1.14 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	Mega Pascal	kW	=	kilowatt

<b>C2.2      BILL OF QUANTITIES</b>
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PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A1	<b>SABS 1200 A</b>	<b><u>SECTION 1: PRELIMINARY AND GENERAL</u></b>				
	<b>8.3</b>	<b>FIXED-CHARGE ITEMS</b>				
	A1.1	8.3.1 Contractual Requirements	Sum	1		
		8.3.2 Establish Facilities on the Site :				
	PSA8.3.2.1	a) Facilities for Engineer (SABS 1200 AB)				
	A1.2	Site Instruction Book	Sum	1		
	A1.3	PSAB 3.1 Nameboards (2)	Sum	1		
		b) Facilities for Contractor, including offices, ablution and latrine facilities, tools and equipment, water supplies, electric power, communications, dealing with access, and plant for the erection and dismantling of temporary works (scaffolding etc).				
	A1.4	8.3.3 Other fixed-charge obligations	Sum	1		
	A1.5	8.3.4 Removal of Site Establishment on completion	Sum	1		
		8.2.1 Health and Safety:				
	PSA8.12					
	A1.6	General safety obligations	Sum	1		
	A1.7	Risk assessment	Sum	1		
	A1.8	Health and safety plan	Sum	1		
		Training in:				
	A1.9	Performing of tasks	Sum	1		
	A1.10	Use and operation of plant	Sum	1		
	A1.11	Erection, moving and dismantling of formwork or scaffolding	Sum	1		
	A1.12	Medical assessment of employees	Sum	1		
<b>TOTAL CARRIED FORWARD</b>						

PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
<b>A2</b>	<b>SABS 1200 A 8.4</b>	<b>TIME-RELATED ITEMS</b>				
A2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operation and maintenance of facilities on the Site for duration of construction except where otherwise stated				
	8.4.2.1	Facilities for Engineer:				
A2.2	PSAB 3.1	Nameboards (2)	Sum	1		
	8.4.2.2	b) Facilities for Contractor:				
A2.3		Offices and storage sheds	Month	6		
A2.4		Ablution and latrine facilities	Month	6		
A2.5		Tools and equipment	Month	6		
A2.6		Water supplies, electric power and communications	Month	6		
A2.7		Access (Subclause 5.8)	Month	6		
A2.8	8.4.2.2	Plant for the erection and dismantling of temporary works (scaffolding etc.)	Month	6		
A2.9	8.4.3	Supervision for duration of construction	Month	6		
A2.10	8.4.4	Company and Head Office overhead costs for the duration of the Contract	Month	6		
A2.11	PSA8.4.5	Other time-related obligations: Provision of Security personnel	Month	6		
	8.2.2 PSA8.12	Health and safety:				
A2.12		Construction Safety Officer and other appointments	Month	6		
A2.13		Payment of the CLO and dealing with the PSC	Month	6		
TOTAL CARRIED FORWARD						



PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
<b>A3</b>	<b>8.7</b>	<b>DAYWORKS</b>				
		Labour				
A3.1		Skilled labour	h	10		
A3.2		Semi-skilled labour	h	10		
A3.3		Unskilled labour	h	10		
		Materials				
A3.4		Allow for net cost of goods or materials actually used	Prov Sum	1	100 000.00	100 000.00
A3.5		Percentage mark-up on above item	%	100 000		
A3.6		Plant	Sum	1		
A3.7		Allow for all-inclusive cost of using Contractor's own plant on Site	Prov Sum	1	100 000.00	100 000.00
A3.8		Percentage mark-up on above item	%	100 000.00		
		Mobile Crane				
A3.9		Capacity as required for the erection of temporary works (scaffolding etc.)	h	20		
A3.10		Allow for all-inclusive cost of hired plant	Prov Sum	1	100 000.00	100 000.00
A3.11		Percentage mark-up on item above	%	100 000.00		
<b>A4</b>	<b>8.8</b>	<b>TEMPORARY WORKS</b>				
A4.1	PSA 8.8.1	Main access road to works	Sum	1		
A4.2	PSA 8.13	Design, supply and erect scaffolding as required to reach all areas of the Paradise Beach elevated water tower for repair to all areas.	Sum	1		
A4.3	PSA 8.14	Dismantle and remove scaffolding to all areas of the Paradise Beach elevated water tower.	Sum	1		
A4.4	PSA 8.15	Provision of a temporary booster pump set and generator to pump water into the system while the reservoir is isolated for internal inspections	Prov Sum	1	100 000.00	100 000.00
A4.5		Percentage mark-up on item above	%	100 000.00		
TOTAL CARRIED FORWARD TO SUMMARY						

STRUCTURAL WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
G1	<b>SABS 1200GA</b>	<b>SECTION 2: STRUCTURAL</b>				
	8.1.2.3	<b>CONCRETE (STRUCTURAL)</b>				
	PSGA 8.1.2	REINFORCEMENT				
		Expose and add new reinforcing to lap with existing:				
		Mild steel bars:				
G1.1		Nominal 25 mm and basic price	kg	100		
		Extra-over Item G2.1 for:				
G1.2		8 mm	kg	100		
G1.3		10 mm	kg	100		
G1.4		12 mm	kg	100		
G1.5		16 mm	kg	100		
		High-tensile steel bars:				
G1.6		Nominal diameter 25 mm and basic price	kg	100		
		Extra-over Item G2.3 for:				
G1.7		8 mm	kg	100		
G1.8		10 mm	kg	100		
G1.9		12 mm	kg	100		
G1.10		16 mm	kg	100		
G1.11		20 mm	kg	100		
G1.12		25 mm	kg	100		
<b>G2</b>	<b>1200G</b>	<b>CONCRETE</b>				
	<b>8.1.3.3</b>					
	PSGA8.9	REPAIRS, WATERPROOFING AND PROTECTIVE PAINTWORK TO CONCRETE RESERVOIR				
G2.1	PSGA 8.1.1	Prepare and remove spalled concrete inclusive of all loose material in preparation to receive repair products.	m²	1 000		
G2.2	PSGA 8.1.4	Repair concrete with Engineer approved repair products.	m²	1 000		
<b>TOTAL CARRIED FORWARD</b>						

STRUCTURAL WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G2.3	PSGA 8.1.5	Prepare and apply protection product to the whole structure.	m <sup>2</sup>	2 000		
G2.4	PSGA 8.1.6	Prepare existing reservoir roof to receive protection product.	m <sup>2</sup>	40		
G2.5	PSGA 8.1.7	Empty, clean and inspect for damages, the inside of the reservoir.	Sum	1		
G2.6	PSGA 8.1.8	Watertightness test	Sum	1		
<b>G3</b>		<b>ANCILLARY WORKS</b>				
G3.1	PSHA 8.2	Dismantle existing handrails	Sum	1		
G3.2	PSHA 8.2	Supply and fit (to match removed item) GRP (fiberglass) handrailing on the 1st floor. Approx length is 3m	No	1		
G3.3	PSHA 8.2	Supply and fit (to match removed item) GRP (fiberglass) handrailing on the 2nd, 3rd and roof with GRP (fiberglass). Approx length is 2m per floor	No	3		
G3.4	PSHA 8.3	Dismantle existing pipework and auxiliary fittings	Sum	1		
G3.5	PSL 8.2.1	Supply & fit HDG steel pipes, flanged both ends (to match removed item)				
G3.5.1		150mm diameter x 2m	No	1		
G3.5.2		200mm diameter x 2m	No	1		
G3.5.3		200mm diameter x 1m	No	1		
G3.5.4		200mm diameter x 6m	No	6		
G3.5.5		200mm diameter x 2m	No	1		
G3.5.6		250mm diameter x 4m	No	4		
G3.5.7		250mm diameter x 6m	No	30		
G3.5.8		300mm diameter x 2m	No	2		
G3.5.9		300mm diameter x 5m	No	5		
G3.5.10		300mm diameter x 6m	No	9		
TOTAL CARRIED FORWARD						

STRUCTURAL WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G3.6	PSL 8.2.1	Supply and fit HDG steel pipe bends, flanged both ends (to match removed items)				
G3.6.1		200mm x 90 degree	No	7		
G3.6.2		250mm x 90 degree	No	6		
G3.6.3		300mm x 90 degree	No	1		
G3.6.4		200mm x 45 degree	No	1		
G3.7	PSL 8.2.1	Supply and fit HDG steel flanged T (to match removed item):				
G3.7.1		200mm equal T	No	1		
G3.8	PSL 8.2.1	Supply and fit HDG reducers, flanged both ends (to match removed items)				
G3.8.1		100mm - 150mm diameter	No	5		
G3.8.2		150mm - 200mm diameter	No	5		
G3.8.3		200mm - 250mm diameter	No	5		
G3.8.4		250mm - 300mm diameter	No	5		
G3.9	PSL 8.2.1	Supply and fit HDG (to match removed items) VJ Couplings				
G3.9.1		150mm diameter	No	5		
G3.9.2		200mm diameter	No	5		
G3.9.3		250mm diameter	No	5		
G3.9.4		300mm diameter	No	5		
G3.10	PSL 8.2.1	Supply and fit flanged gate valves to match removed items				
G3.10.1		100mm diameter	No	2		
G3.10.2		150mm diameter	No	2		
G3.10.3		200mm diameter	No	2		
G3.10.4		250mm diameter	No	2		
G3.10.5		300mm diameter	No	2		
TOTAL CARRIED FORWARD						

STRUCTURAL WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G3.11	PSL 8.2.1	Supply and fit flanged water meters to match removed items				
G3.11.1		100mm diameter	No	1		
G3.11.2		150mm diameter	No	1		
G3.12	PSL 8.2.1	Supply and fit water level control valve to match removed item				
G3.12.1		100mm diameter	No	1		
G3.13	PSL 8.2.1	Supply & fit (to match removed items) HDG steel pipe straps to match:				
G3.13.1		150mm dia pipe	No	5		
G3.13.2		200mm dia pipe	No	5		
G3.13.3		250mm dia pipe	No	5		
G3.13.4		300mm dia pipe	No	5		
G3.14	PSL 8.2.1	Supply and fit (to match removed items) HDG steel pipe support brackets to match:				
G3.14.1		150mm dia pipe	No	5		
G3.14.2		200mm dia pipe	No	5		
G3.14.3		250mm dia pipe	No	5		
G3.14.4		300mm dia pipe	No	5		
G3.15	PSL 8.2.1	Supply and fit HDG steel specials flanged both ends (to match removed items):				
G3.15.1		150mm dia Y- fitting	No	1		
G3.15.2		250mm dia Y- fitting	No	1		
G3.15.3	PSL 8.2.2	Supply and fit (to match removed items) HDG Grade 8.8 bolts	No	500		
G3.15.4	PSL 8.2.4	Prepare all steel flanges and fittings and treat with denso tape.	No	50		
G3.15.5	PSL 8.2.4	Prepare all steel pipes and treat with approved product.	m	100		
G3.15.6	PSL 8.2.5	Supply and fit HDG anti bird grid in pumpstation	Sum	1		
TOTAL CARRIED FORWARD						

STRUCTURAL WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
G3.15.7	PSL 8.2.6	Supply and fit new full bore grid to roof	No	1		
G3.15.8	PSL 8.2.7	Supply and fit new manhole covers	No	2		
G3.15.9	PSL 8.2.4	Paint exist MH covers with anti corrosive	No	2		
G3.15.10	PSL 8.2.8	Anchor/thrust blocks and pedestals	No	12		
TOTAL CARRIED FORWARD TO SUMMARY						

SITE CLEARANCE						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
S	SABS 1200 C	<b>SECTION 3: CLEARING</b> <b>SITE CLEARANCE</b>				
S 2	PSC 8.2.8	Remove and clear all rubble from the property and make good	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

MISCELLANEOUS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION 4: MISCELLANEOUS</b>						
<b>FENCING</b>						
<b>F1</b>	<b>SANS 1200C PSC; PRC</b>	<b>SITE CLEARANCE</b>				
F1.1	PRC5.1	Clear and grub				
F1.1.1		Along Fenceline (6m wide strip) and removal of existing fence	m	380		
F1.2	8.2.2	Remove and grub large trees and tree stumps of girth at:				
F1.2.1		(a) Over 1,0 m up to and including 2,0m	No	15		
F1.2.2		(b) Over 2,0 m up to and including 3,0m	No	10		
F1.2.3		(c) Over 3,0 m and in steps of 1,0m	No	8		
F1.3	PRC5.2	Maintenance on items PRC5.1 at quarterly intervals to completion including clearing of regrowth and trees within 6m wide strip	m	380		
F1.4	PRC5.3	Supply and erect temporary fence in proximity of existing fence line	m	380		
		Stormwater Management from cleared material				
F1.5	PRC5.2	(a) Use tree stumps removed as per items PRC5.1 to be placed and anchored with wooden pegs to serve as outer boundary for cleared area around fencing for stormwater control:	m	380		
F1.6	PRC5.4	Excavate in all materials, backfill and shape to provide an even grade ground level along fenceline	m	380		
<b>F2</b>	<b>PRC</b>	<b>FENCING &amp; ACCESS GATES</b>				
F2.1		Construction of proposed fencing				
F2.1.1	PRC5.5	Supply, Delivery and Installation of fence posts along the designated fenceline	No	117		
F2.1.2	PRC5.6	Supply, Delivery and Installation of fence panels along the designated fenceline	No	116		
<b>TOTAL CARRIED FORWARD</b>						



MISCELLANEOUS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
F2.1.3	PRC5.7	Supply, delivery and installation of fence posts along designated fenceline on moderately steep terrain	No	41		
F2.1.4	PRC5.8	Supply, delivery and installation of fence panels along the designated fenceline on moderately steep terrain	No	40		
F2.1.5	PRC5.11	Extra-over for the supply, delivery and installation of high security fence panels for items: (a) PRC 5.6	No	40		
		(b) PRC 5.8	No	40		
F2.1.6	PRC5.12	Supply, Delivery and Installation of Gates:  (b) Type B Vehicle - 6 m sliding gate	No	1		
F2.1.7	PRC5.13 / PSGA	Grade 15/19 Concrete foundations for posts	m <sup>3</sup>	44		
F2.1.8	PRC5.14 / PSGA	Grade 15/19 Concrete ground Beams underneath fence (400mm wide, 350mm deep) including expansion joints	m	380		
F2.1.9	PRC5.15	Construction of grade 15/19 concrete bases for stormwater channel reinforcement	m <sup>3</sup>	6		
F2.1.10	PRC5.16	Supply and cutting of reinforcement bars to suit stormwater channels	kg	50		
F2.1.11	PRC5.17	Hot dipped galvanising of reinforcement bars	kg	50		
F2.1.12	PRC5.18	Installation of reinforcement bars	kg	50		
TOTAL CARRIED FORWARD TO SUMMARY						

### C2.3 SUMMARY OF BILL OF QUANTITIES

**KOUGA LOCAL MUNICIPALITY**  
**CONTRACT No. 103/2023**

SECTION 1: PRELIMINARY AND GENERAL	R .....
SECTION 2: STRUCTURAL WORKS	R .....
SECTION 3: CLEARING	R .....
SECTION 4: MISCELLANEOUS	R .....
<hr/>	
NETT TOTAL OF PRICED ITEMS (A)	R .....
VALUE ADDED TAX (B) 15%	R .....
TOTAL TENDER PRICE: OFFER AMOUNT CARRIED FORWARD TO FORM OF OFFER (A+B)	
	R .....

Notes:

- Contract Price is not subject to Contract Price Adjustment (Clause 6.8.2 of the Conditions of Contract).
- 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 .....

<b>C3    SCOPE OF WORK</b>
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- C3.1    Description of the Works
- C3.2    Engineering
- C3.3    Procurement
- C3.4    Construction
- C3.5    Management
- C3.6    Specifications for Civil Infrastructure
- C3.7    Specifications for Building Infrastructure
- C3.8    Specifications for Mechanical Equipment
- C3.9    Specifications for Electrical Equipment
- C3.10    Health and Safety Requirements and Procedures
- C3.11    Environmental Management Requirements and Procedures

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

Kouga Local Municipality's objectives are to provide concrete and ancillary repairs to the Paradise Beach elevated water tank (PBEWT).

#### **C3.1.2 OVERVIEW OF THE WORKS**

The works consists of:

1. Concrete repairs with cementitious products on all external concrete surfaces of the PBEWT with spalling, cracks and/or exposed reinforcement.
2. Replacing pipework straps with new hot dipped galvanized straps to match existing.
3. Replacing pipework bolts with new hot dipped galvanised bolts.
4. Painting all pipework to provide adequate rust protection.
5. Wrap all couplings, adapters, straps and bolts with Denso tape or similar approved product.
6. Replacing all handrails with new GRP (fibreglass) handrails
7. Providing and allowing access to telecommunication personnel for the temporary removal or relocation of existing telecommunication services.
8. Supply and erection of new security fence
9. Supply and commissioning of a generator as per the specifications.

#### **C3.1.3 LOCATION OF THE WORKS**

Paradise beach is situated approximately 83km from Gqeberha, and 6 km south of Jeffreys Bay. The Paradise Beach Elevated Water Tower is located and can be accessed at No 52 Harmonie Crescent, Paradise Beach, Jeffreys Bay. Co-ordinates to the centre of the PBEWT are as follows: Latitude 34°05'47.45"S ; Longitude 24°53'43.25"E

Refer to Appendix A for a Locality Plan

#### **C3.1.4 TEMPORARY WORKS**

The Contractor will be required to design, supply and build the temporary works such as scaffolding to access all areas on the PBEWT to carry out the works. Refer to C4 Site Information.

##### **C3.1.4.1 Other Services (i.e. Telkom, Electricity, Telecommunications etc.)**

The Contractor shall ensure that the position of all existing services affected by the Works have been verified before construction works commence. Should it be necessary to lower or relocate any service, the Contractor will be required to make the necessary arrangements with the relevant service provider and to advise the Engineer accordingly.

##### **C3.1.4.2 Survey Beacons and Benchmarks**

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors, the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor.

The Contractor is to ensure that no spoil is placed over erf pegs or benchmarks and that these are adequately protected for the full duration of the Contract.

Where disturbances of boundary pegs are unavoidable due to excavation or other operations adjacent to the pegs, the Contractor shall advise the Engineer or his Representative immediately. Agreement is to be reached that the disturbance of the peg is unavoidable and a strict record of such disturbed pegs is to be kept. Such pegs are to be replaced by a Registered Land Surveyor as described above and the Contractor is to submit proof of the cost of replacement of pegs. The Contractor will be reimbursed on a pro-rata basis to the total cost of peg replacement determined on completion of the Works.

#### **C3.1.5.3 Protection of Existing Works**

The Contractor shall take all necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services. The Contractor will also be responsible for contacting the various service providers, arranging meetings and verifying all known as well as possible unknown services on site.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Where the Contractor is responsible for damage for which repairs must be carried out by the Employer or an outside Authority, the costs of these repairs will be recovered by means of a deduction from the Contractor's monthly Payment Certificate. The Employer will attend to the payment of monies due to outside authorities, should the Contractor not make direct payment, to the outside authorities, timeously.

#### **C3.1.5.4 Tidying up of the Works**

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned.

Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the Site in a clean and orderly condition. No additional payment shall be made for work set out above.

## C3.2 ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

The Employer is responsible for the design of the Permanent Works.

The Contractor is responsible for the design of the Temporary Works.

Permanent works include:

The existing Paradise Beach Elevated Water Tower	Employer
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Final design for construction stage:

Civil Works	Employer
Structural Works	Employer
GRP (fiberglass) handrails (C3.2.3)	Contractor

The Contractor is responsible for the design of the Temporary Works (refer to C3.1.5).

Temporary works include:	
Site Establishment	Contractor
Formwork and scaffolding	Contractor

### C3.2.2 EMPLOYER'S DESIGN

The Paradise Beach Elevated Water Tower is an existing structure and therefore the Permanent Works are already in place.

### C3.2.3 DESIGN BRIEF AND PROCEDURES

#### C3.2.3.1 GRP (fiberglass) handrails Design Brief

The Contractor will be responsible for the procurement, design and installation of GRP (fiberglass) handrails to match the profile of the existing, all of which is to be replaced. The Contractor shall make provision for designing and installing same whilst existing telecommunication services remain in place.

#### C3.2.3.2 Temporary Works Design Brief

The Contractor shall take all statutory requirements, as well as the Health and Safety Specification and Environmental Management Specification into consideration when designing all Temporary Works.

- interfaces with existing structures, plant etc;
- any temporary works requirements, if any, e.g. specialized items equipment;
- design integration before and during construction;
- procedures for all necessary approvals;
- special procedures e.g. environmental;
- design change procedures; and
- record keeping and tracking of documents.

#### **C3.2.4      DRAWINGS**

There are no drawings available of the existing Paradise Beach elevated water tank.

**C3.3 PROCUREMENT****C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES****C3.3.1.1 Requirements**

The Preferential Procurement Regulations, 2022 shall apply.

**C3.3.1.2 Resources standard pertaining to targeted procurement**

SANS1914-1:2002 Targeted Construction Procurement shall apply to this contract.

**C3.3.2 SUB-CONTRACTING**

No part of the Works may be sub-contracted without the written consent of the Engineer.

**C3.3.2.1 Scope of mandatory subcontract works**

Refer to C3.3.4.

**C3.3.2.2 Preferred Sub-contractors/suppliers**

Refer to C3.3.4.

**C3.3.2.3 Subcontracting procedures**

Where provisional sums or prime costs items have been provided in the Bills of Quantities, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R200 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Engineer. The evaluation of the quotations received must include a preference points system as described in F.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Engineer in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Engineer on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Engineer in consultation. The evaluation of the offers received must include a preference points system as described in F.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in clause 4.4.3 of the General Conditions of Contract.



#### **C3.3.2.4 Attendance on Sub-contractors**

The Contractor will be fully responsible for the programming, supervision and monitoring of all aspects of the work carried out by his subcontractors. Any costs associated with this activity shall be included in the tendered rates for the relevant items of work being carried out.

#### **C3.3.2.5 Monitoring the use of sub-contractors**

Notwithstanding the restriction on sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Contractor qualified for, it is recognised that sub-contracting is an integral part of construction, which the General Conditions of Contract (Clause 4.4) make provision for.

In order, however, to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Contractor qualified for, the contractor shall submit to the Engineer, on a monthly basis, a B-BBEE Sub-contract Expenditure Report. The format of this report is as per the relevant part of SANS 1914.

The Contractor shall submit to the Engineer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2022) of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Engineer, a sub-contractor shall be deemed to be a non-compliant contributor.

The contractor shall furthermore, on the written request of the Engineer, provide documentary evidence showing the value of work sub-contracted to any or all the sub-contractors employed by the Contractor.

### **C3.3.3 PARTICIPATION OF TARGETED LABOUR**

#### **C3.3.3.1 Minimum targeted labour contract participation goal**

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour-intensive construction methods in order to provide unskilled and semi-skilled employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The Contractor shall note that the Employer is committed to local Emerging Enterprise development and this forms part of this.

The sub-contracting of work is required for all CIDB-related projects in the following ranges:

- a) R 5M >, but < R 10M requires Bidder to sub-contract 10% of the value of the project
- b) R 10M >, but < R 15M requires Bidder to sub-contract 15% of the value of the project
- c) R 15M >, but < R 20M requires Bidder to sub-contract 20% of the value of the project
- d) R 20M >, but < R 25M requires Bidder to sub-contract 25% of the value of the project
- e) R 25M > requires Bidder to sub-contract 30% of the value of the project

The sub-contracting value will be based on the estimated value of the project either determined by the director or project manager. Where the successful bidder's price falls within any other range, the sub-contracting range included in the Bid Document will be applied.

The municipality may include sub-contracting for any other none CIDB related project as may be requested by the Director of the Department to promote local development.

Community Based Suppliers or service providers/ward-based suppliers or service providers must be considered for subcontracting by the main contractor. The first preference for subcontracting must be given to community or ward-based suppliers of that particular ward where the project is taking place. If the required skill or expertise is not available from the ward / area where the project is taking place, the main contractor is permitted to accept service providers or suppliers within the KLM jurisdiction. Those service provider or suppliers would then contract directly with the main contractor.

The specified minimum targeted labour contract participation goal (CPGL) for this project is **10%**.

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum CPGL.

### **C3.3.3.2 Definitions**

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

**"Target area"** means the geographical area of the **Kouga Local Municipality** boundaries, with greater preference for the Paradise Beach and Jeffreys Bay area.

**"Targeted labour contract participation goal (CPGL)"** means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

**"Targeted labour"** means unskilled and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

**"Threshold value"** is the industry relevant sectoral minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

**“Value of the contract”** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

### **C3.3.3.3 The selection and recruitment of targeted labour**

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified by the Community Liaison Officer, who shall establish a list of suitable candidates, from which the Contractor shall make his/her final selection. The contractor shall enter written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

### **C3.3.3.4 Contract participation goal credits**

Credits towards the achieving the minimum CPGL shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the value of the contract. No credits shall be accorded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Engineer with written proof that employment contracts entered into with targeted labour have been concluded, as well as evidence of payments to the such labour in the form of copies of payslips or payroll runs.

### **C3.3.3.5 Training of targeted labour**

The Contractor is required to provide all informal (on-the-job) skills training to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

### **C3.3.3.6 Penalties**

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGLS} - \text{CPGLA}) \times P^*$$

Where CPGLS = the specified minimum targeted labour contract participation goal (expressed as a percentage)

CPGLA = the targeted labour contract participation goal achieved (expressed as a percentage)

P\* = the value of the contract.

Penalties will be calculated and deducted in each monthly payment certificate, on a cumulative basis, up to a maximum of **2%** of the Value of the contract, as defined.

### **C3.3.4 PARTICIPATION OF TARGETED ENTERPRISES**

#### **C3.3.4.1 Minimum targeted enterprises contract participation goal**

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract with reference to C3.3.3.1.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPGE) is **10%**.

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPGE.

#### **C3.3.4.2 Definitions**

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

**“Target area”** means the geographical area of the Kouga Local Municipality boundaries, with greater preference for areas within greater **Jeffreys Bay**, and most preference for the **Paradise Beach** area in the Eastern.

**“Targeted enterprises contract participation goal (CPGE)”** means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

**“Targeted enterprises”** means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or Small Medium Micro Enterprise (SMME) sub-contractor registered with the Construction Industry Development Board with a contractor grading designation up to and including 4 in a relevant class of construction work, and which has its base of operations in the target area.

**“Value of the contract”** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

#### **C3.3.4.3 Achieving the contract participation goal**

The contractor may achieve the specified minimum CPGE as follows:

- by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Engineer to do so, submit details of his/her plan to achieve the minimum CPGE.

#### **C3.3.4.4 Contract participation goal credits**

Credits towards achieving the minimum CPGE shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- conditions which are more onerous than those that exist in the prime contract (this contract);
- payment procedures based on a pay when paid system;
- authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

If a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher-level sub-contract shall be granted as credit towards achieving the specified minimum CPGE.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Engineer, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

#### **C3.3.4.5 Penalties**

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPGES} - \text{CPGEA}) \times P^*$$

Where CPGES = the specified minimum targeted enterprises contract participation goal (expressed as a percentage)

CPGEA = the targeted enterprises contract participation goal achieved (expressed as a percentage)

P\* = the value of the contract.

Penalties will be calculated and deducted in each monthly payment certificate, on a cumulative basis, up to a maximum of **10%** of the Value of the contract, as defined.

**C3.3.5 REPORTING**

The Contractor shall prepare reports in line with SANS 1914, and submit with each monthly statement for payment, the following updated return :

- Sub-contract Expenditure Report
- Project Labour Report
- Targeted Labour Contract Participation Expenditure Report
- Targeted Enterprise Contract Participation Expenditure Report

The Project Labour Report must include details of all labour (including that of sub-contractors) employed from within the target area on this contract in the month in question.

## C3.4 CONSTRUCTION

### C3.4.1 WORKS SPECIFICATION

#### C3.4.1.1 Applicable SANS standards

The SABS 1200 Standardised Specifications for Civil Engineering Construction read in conjunction with the SABS 0120 Code of Practice for use with standardised specifications for Civil Engineering Construction and Contract Documents apply.

#### C3.4.1.2 Applicable national and international standards

The following Standardised Specifications for Civil Engineering Construction, as amended in the Scope of Work, form part of the Contract Documents:

SABS 1200 A	1986	General
SABS 1200 AA	1986	General (Small Works)
SABS 1200 AB	1986	Engineer's Office
SABS 1200 C	1980 (as amended 1982)	Site Clearance
SABS1200 GA	1982	Concrete (Small Works)
SABS 1200 L	1983	Medium Pressure Pipelines
SABS1200 LB	1983	Bedding (Pipes)
SABS 1200 LK	1983	Valve Installations

The term "project specifications" appearing in any of the SABS 1200 Standardised Specifications shall be replaced with the term "Scope of Work".

The variations and additions of the Standardised Specifications are provided in C3.6.

#### C3.4.1.3 Particular / Generic specifications

##### Pipe work.

All existing pipe work, inclusive of auxiliary items such as VJ couplings, valves, etc., from the incoming main to the outgoing mains, is to be subjected to a visual inspection and items which are in a poor condition are to be replaced. Upon the Engineer's approval, replacement programme of the items is to be discussed with the municipality and scheduled in such a manner as to cause the least disruption to the water network.

Replacement is to be on a like-for-like manner except for the bolts which are to be replaced with new HDG bolts as described under PSL 3.8.3.

Where required, manholes might have to be demolished and reconstructed.

All missing manhole lids are to be replaced with similar in AV moulding or fibre glass. Where necessary manhole frames are also to be replaced.

##### Corrosion protection

All steel pipework (existing and new) is to be protected against corrosion.

The following additional specifications included in this volume are applicable to this contract:

Annexure C1	:	Site Specific Health & Safety Specification
Annexure C2	:	Site Specific Baseline Risk Assessment
Annexure D	:	Environmental Management Plan

#### **C3.4.1.4 Certification by recognized bodies**

Not applicable.

#### **C3.4.1.5 Agrément certificates**

Not applicable.

### **C3.4.2 PLANT AND MATERIALS**

#### **C3.4.2.1 Plant and materials supplied by the Employer**

The Employer will not provide plant or materials for this Contract.

#### **C3.4.2.2 Materials, samples and shop drawings**

Any material that shall comply with the requirements of a South African National Standard specification in terms of this Contract, shall bear the official SABS mark, should the material be available with such mark.

### **C3.4.3 CONSTRUCTION EQUIPMENT**

#### **C3.4.3.1 Requirements for equipment**

All equipment used on this Contract shall comply with the requirements of the Occupational Health and Safety Act (1993) and the Construction Regulations (2014).

#### **C3.4.3.2 Equipment provided by the Employer**

The Employer will not provide equipment for this Contract.

### **C3.4.4 EXISTING SERVICES**

Refer to C3.1.5, C4.3 and PSA5.4.

### **C3.4.5 SITE ESTABLISHMENT**

#### **C3.4.5.1 Service and facilities provided by the Employer**

No services or facilities will be provided by the Employer.

#### **C3.4.5.2 Facilities provided by the Contractor**

##### **C3.4.5.2.1 Water supply**

The Contractor shall make his own arrangements, and pay all installation and consumption charges, for the supply of water required.



The flow of water might always not be enough for the Contractor's needs. The Employer does not guarantee the continuous and enough supply of water and no claims by the Contractor regarding a shortage of water will be considered.

#### **C3.4.5.2.2 Power supply**

There is no power available on site. The Contractor shall be responsible for providing the power required on site, at his own cost.

The Contractor shall negotiate directly with the local power supply authority to arrange a power supply as he requires.

Any distribution network that the Contractor may require shall be carried out by himself at his own cost in accordance with the requirements and regulations of the local authority.

#### **C3.4.5.2.3 Camps and depot**

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Engineer for approval before any work on the camp or offices is commenced.

No housing is available, and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

#### **C3.4.5.2.4 Sanitary conditions**

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

#### **C3.4.5.2.5 Disposal sites**

Unless instructed otherwise, the Contractor shall dispose all surplus material from the site at a Municipal Solid Waste Disposal Facility. The nearest Municipal Solid Waste Disposal Facility is the Humansdorp landfill site which is approximately 20 km from the site.

The Contractor shall inform the Employer's Agent in writing of any other site he proposes to use. Use of the alternative disposal site may only be used if approved by the Engineer in writing.

#### **C3.4.5.3 Storage and laboratory facilities**

Storage and laboratory facilities are not required.

#### **C3.4.5.4 Other facilities and services**

No other facilities or services are required.

**C3.4.5.5 Equipment for Engineer**

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200AB and PSAB:

- a site instruction book,

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

**C3.4.5.6 Advertising rights**

Not applicable.

**C3.4.5.7 Notice boards**

The Contract notice board shall be manufactured, installed, maintained and removed in accordance with PSAB 3.1.

**C3.4.6 SITE USAGE**

Access to the site shall be restricted to the Contractor, Employer, Engineer and their personnel, agents or Subcontractors. The Contractor shall control entry to the site and shall report unauthorised entry to the Engineer.

**C3.4.7 PERMITS AND WAY LEAVES**

Not applicable.

**C3.4.8 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS**

Not applicable.

**C3.4.9 INSPECTION OF ADJOINING PROPERTIES**

The condition of the existing roads shall be assessed and recorded by video and/or photography before commencing construction.

**C3.4.10 WATER FOR CONSTRUCTION PURPOSES**

Refer to C3.4.5.2.1.

**C3.4.11 SURVEY CONTROL AND SETTING OUT OF THE WORKS**

Not applicable for repair works to existing infrastructure.

**C3.4.12 FEATURES REQUIRING SPECIAL ATTENTION****C3.4.12.1 Health and Safety**

Refer to C3.10.

**C3.4.12.2 Continuous operation of existing services**

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

**C3.4.12.3 Sanitary conditions**

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

**C3.4.12.4 Neatness of the site**

The general neatness and tidiness of the residential areas of Paradise Beach, are of concern.

The Works are in an environmentally sensitive area. The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Engineer.

**C3.4.12.5 Temporary fences**

The Contractor shall erect temporary fences where required for the execution of the Works, where shown on the drawings and in place of existing fences which have to be temporarily relocated.

All fences shall be maintained during construction.

Temporary fences shall be suitable for preventing stock on adjacent properties from wandering.

The cost of the erection, maintenance and removal of temporary fencing will be deemed to be covered by the rates for the establishment of facilities for the Contractor (Items A1.3 and A2.3).

**C3.4.12.6 Dust control**

The wind speed at the site is known to reach gale force strength on a regular basis. Since the site is situated in an established residential area, such winds will lead to nuisance to the surrounding residents. The Contractor shall take preventative measures to control dust arising from the site. Such measures will include, but not be limited to, watering, placing tarpaulins on exposed areas, placing thatch grass on exposed areas, as appropriate, or instructed by the Engineer.

**C3.4.12.7 Continuous operation of the existing works**

Most of the construction works takes place at existing works (water and sewage works and service reservoir). Other than for connection purposes these works must always remain in operation. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works always, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

The Contractor shall provide enough notice to the Engineer when he intends to interrupt the operations of the existing works in order to effect connections with the new works. Approval for such work will be given only when the timing of the work is suitable to the Employer.

**C3.4.12.8 Connection to existing services**

All connections to the existing water system shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimise inconvenience to users. No claims for additional payment will be considered in this regard.

**C3.4.12.10 Community Liaison Officer**

The Contractor shall employ a Community Liaison Officer (CLO) for the duration of construction. The function of the CLO is to represent the local community and to assist the Contractor, the Employer and the Engineer with their communication with the community and vice versa.

The Community Liaison Officer's duties will be:

- to be available on site daily during the normal working hours as stated in the Contract.
- to communicate daily with the Contractor and the Engineer to determine the labour requirements regarding numbers and skill, to identify possible labour disputes and to assist in their resolution.
- to attend all meetings in which the community and/or labour is present or is required to be represented. He/she will attend the first part of the monthly site meeting to report on the local community and labour involvement.
- to identify, screen and nominate labour from the community in conjunction with the PWC in accordance with the Contractor's requirements.
- to inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform local labourers timeously when they will be relieved.
- to attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- to consult on all decisions regarding local problems and any matters of importance that, in any way, be of relevance to the Contract.
- to keep a daily written record of his/her interviews and community liaison.

The Contractor shall pay the CLO fortnightly, and will be paid by certification in the monthly certificates of payment. The CLO shall be paid at the prevailing minimum wage at the time of his appointment. The Contractor will be paid for his overheads and profit in a separate item in the Bill of Quantities.

## **C3.5 MANAGEMENT**

### **C3.5.1 MANAGEMENT OF THE WORKS**

#### **C3.5.1.1 Applicable SANS and SABS standards**

As specified in Clause C3.4.

#### **C3.5.1.2 Particular or Generic specifications**

As specified in Clause C3.4.

#### **C3.5.1.3 Planning and programming**

The Contractor's programme shall be submitted in electronic and hard copy format in bar chart format. In addition to the requirements of the General Conditions of Contract, the Contractor's programme shall show:

- the various activities on a time scale, including those of Subcontractors,
- the start date, completion date and programmed duration of each activity
- anticipated production rates
- critical path activities and their dependencies,
- key dates in respect of work to be carried out by others and information to be provided by the Engineer and/or others,

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing. The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

The Contractor shall make allowance for the following when preparing his programme:

- expected weather conditions and their effects,
- known physical conditions or artificial obstructions,
- searching for, dealing with and carrying out alterations to the existing services,
- the accommodation of public access and traffic,
- the provision and implementation of the health and safety plan in terms of the Construction Regulations of the Occupational Health and Safety Act.

The Contractor shall review his progress every month and should progress lag behind the latest approved programme by more than 2 weeks, he shall submit a revised programme for approval, with a method statement indicating how he will make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer will have the right to instruct the Contractor to reorganize his resources and his work to ensure an acceptable programme. Claims for additional payment for costs incurred due to such reorganisation will not be accepted.

#### **C3.5.1.4 Sequence of the works**

The Contractor shall programme his work so that:

- The preparation and acceptance of the documentation required prior to access and possession of the site is granted as stipulated in the Contract Data.

### **C3.5.1.5 Software application for programming**

The Contractor shall prepare the programme with proprietary software that uses the critical path method of network analysis and can display the programme in a bar chart format, amongst others. The software shall be compatible with Microsoft Project.

### **C3.5.1.6 Methods and procedures**

The Works shall be executed in accordance with the Contract, and all relevant statutory requirements.

- In such a way as to keep interruptions to the water supply to the minimum;
- the cleanliness of the site;
- protection of trees and shrubs;
- work on or adjacent to structures, pipelines, cables etc;
- the management and disposal of water on the site arising from whatever cause;
- co-operation with others on the site;
- existing premises and adjoining properties;
- dealing with underground and other existing services, cable and pipe trenches and covers;
- dealing with objects of historical or environmental interest;
- title to materials from excavation and demolition;
- site records;
- hours of work;
- rules and conduct in respect of the personnel of the Contractor and his Sub-contractors;
- noise, dust, water, waste and other impediments;
- checking work of others;
- access for other Contractors;
- giving notice of work to be covered up;
- scaffolding and temporary works;
- care of the works; plant and materials;
- establishing and removing equipment from the site;
- samples and mock ups;
- progress photographs;
- maintenance until completion;
- plant codification (configuration management);
- training of operators;
- materials storage facilities and samples for tests and inspections to be provided;
- etc]

### **C3.5.1.7 Quality plans and control**

Quality control shall be carried out in accordance with the requirements of the Standardised Specifications for Civil Engineering Construction, the Scope of Work and the General Conditions of Contract as amended in the Contract Data.

The Contractor shall provide the Engineer 48 hours notice when he requires the inspection/testing of parts of the Works. Failure to notify the Engineer or to provide adequate test results (including level control and setting out information) will be regarded as test results that do not comply with the

specified requirements. Payment for such parts of the Works, and all subsequent parts of the Works that would be affected by such non-compliance will not be certified until adequate test results are provided.

#### **C3.5.1.8 Health and Safety**

Refer to C3.10.

#### **C3.5.1.9 Environmental Management**

Refer to C3.11.

#### **C3.5.1.10 Accommodation of traffic on public roads occupied by the Contractor**

Refer to PSA 5.

#### **C3.5.1.11 Other Contractors on site**

The Contractor shall provide adequate working space and access to telecommunication Contractors who may be installing, relocating or amending their services from time to time.

#### **C3.5.1.12 Testing, completion, commissioning, and correction of defects**

Quality control shall be carried out in accordance with the requirements of the Standardised Specifications for Civil Engineering Construction, the Scope of Work and the General Conditions of Contract as amended in the Contract Data.

- use of the works before completion has been certified;
- handover / beneficial occupation;
- precommissioning and commissioning of the works or part thereof, before and after completion;
- certifying completion;
- start-up; operation of the works; special arrangements associated with operating plant and machinery etc.,
- training and technology transfer;
- take over;
- operational maintenance (if any), after completion;
- work which Contractors may carry out after completion has been certified (in addition to correcting defects), and
- arranging access for correction of defects

#### **C3.5.1.13 Recording of weather**

Refer to the Contract Data.

#### **C3.5.1.14 Format of communications**

All contractual communications shall be in writing. Verbal instructions will only be regarded as instructions from the Engineer if confirmed in writing.

**C3.5.1.15 Key personnel**

Key personnel shall be on site full-time during working hours. Key personnel may only be substituted with a person who has equal or better qualifications and experience.

**C3.5.1.16 Management meetings**

Monthly site meetings will be held on site, in the Contractors site office. The dates of these meetings will be agreed at the Inaugural Meeting.

**C3.5.1.17 Forms for contract administration**

The Contractor, Employer and Engineer shall operate and maintain their separate contract administration procedures and documentation.

**C3.5.1.18 Electronic payments**

Payment of monthly certificates will be made by electronic transfer to the bank account stated on the Contractor's tax invoice.

**C3.5.1.19 Daily records**

The Contractor shall keep daily records of the activities on site, key milestones achieved, plant and labour, deliveries and removals of key materials and equipment, weather conditions, delays, dayworks and visitors, amongst others.

**C3.5.1.20 Bonds and guarantees**

The Guarantee shall be lodged with the Engineer.

**C3.5.1.21 Payment certificates**

Payment certificates shall be in the format required by the Engineer. Payment certificates shall be submitted monthly, on a date to be agreed with the Engineer at the Inaugural meeting.

A cession of ownership, in the required format shall be submitted with each payment certificate when a claim is made for materials on site.

The Contractor shall provide the reports as specified in C3.3.5 with his monthly statement.

**C3.5.1.22 Permits**

Not applicable.

**C3.5.1.23 Proof of compliance with the law**

Refer to requirements of the Scope of Works and all relevant legislation.

**C3.5.1.24 Insurance provided by the Employer**

Refer to the Contract Data.



### **C3.6 SPECIFICATIONS FOR CIVIL INFRASTRUCTURE**

The following variations and additions to the SABS1200 Standardised Specifications for Civil Engineering Construction apply to this Contract. The prefix "PS" denotes a reference to the Standardised specification. The letters and clause number following the prefix denote a reference to the specific clause in the specific Standardised specification.

An asterisk (\*) placed next to the PS clause heading denotes the inclusion of an additional clause that does not appear in the Standardised specification.

The term "project specification" used in the Standardised Specification shall mean "Scope of Works".

#### **PSA GENERAL (SABS 1200 A)**

#### **PSA 2 INTERPRETATIONS**

##### **PSA 2.3 Definitions and abbreviations**

"SABS" shall mean "SANS", except for references to the official SABS mark.

##### **PSA 2.8 Items in Schedule of Quantities**

##### **PSA 2.8.1 Principle**

In the fourth line of Clause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification or Scope of Works".

#### **PSA 3 MATERIALS**

##### **PSA 3.1 Quality**

Where applicable, materials shall bear an official standardization mark. Where it is specified that a material shall comply with the requirements of a SABS specification, the material shall bear the official SABS mark, unless the Contractor can prove that such material is not available with the mark.

#### **PSA 4 PLANT**

##### **PSA 4.1 Silencing of plant**

Replace the reference to "Machinery and Occupational Safety Act, 1983 (Act No.6 of 1983) with "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

##### **PSA 4.2 Contractor's offices, stores and services**

The Contractor's offices, buildings, sheds, stores and other facilities erected for the purposes of the contract shall be fenced off and shall be kept in a neat and tidy condition at all times.

No personnel may reside on the site, except for night-watchmen.

The Contractor shall provide one chemical toilet for every 15 workers, which shall be easily accessible to workers at all areas of the site and shall be effectively screened from public view. The Contractor shall strictly enforce the use of the toilets and shall ensure that the toilets are serviced/replaced on an acceptable, regular basis.

The Contractor shall provide a first aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The Contractor shall also provide personal protective equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

## **PSA 5 CONSTRUCTION**

### **PSA 5.1 Survey**

#### **PSA 5.1.1 Setting out of the Works**

In addition to the requirements of Clause 5.1.1, the Contractor shall check the positions and levels of all setting out pegs and benchmarks before commencing any construction and advise the Engineer of any discrepancies.

### **PSA 5.2 Watching, Barricading and Lighting**

The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993). Refer also to PSA5.10.

### **PSA 5.3 Protection of structures**

Replace the reference to "Machinery and Occupational Safety Act, 1983 (Act No.6 of 1983) with "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

### **PSA 5.4 Protection of overhead and underground services**

Existing services (privately owned and municipal) are known to exist on the terrain, but the positions are unknown. The contractor is to take great care when excavating to avoid damage. Damage to the services will be to the contractor's cost.

#### **\*PSA 5.4.1 Locating existing services**

The Contractor shall make every effort to locate the position of existing services and shall have readily available the equipment necessary to shut-off and isolate any such service as well as spare parts in the event of potentially damaging the service, before commencing any excavation. The Contractor shall liaise with the relevant officials of the affected authorities or controlling bodies for the temporary suspension of any service during construction.

#### **\*PSA 5.4.3 Alterations and repair of existing services**

Unless specified otherwise by the Engineer, the Contractor shall not carry out alterations to services, or repairs of damaged services. Where any such alteration or repair become necessary, the Contractor shall immediately inform the relevant service provider and the Engineer

#### **\*PSA 5.4.4 Disconnection procedure**

The contractor will plan for major disruptions to the water supply and will present his programme for this to the municipality and the Engineer within 10 working days of commencement of the contract. This programme will clearly spell out the anticipated dates of when the supply will be interrupted and the duration. The municipality will provide input into this before it is approved.

Before carrying out any work that involves the disconnection or interruption of a service, the Contractor shall serve written notice to the municipality, at least 3 working days before any temporary disconnection, advising the nature, time and duration of the disconnection.

**PSA 7 TESTING****PSA 7.2 Approved laboratories**

In addition to the approved laboratories stated in Clause 7.2, a testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract, will also be regarded as an approved laboratory.

**PSA 8 MEASUREMENT AND PAYMENT****PSA 8.3.1 Contractual Requirements**

Add to sub-clause 8.3.1 :

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

**PSA 8.3.2.1 Facilities for Engineer**

Payment will be for the provision of the measured facilities in accordance with SABS1200 A 8.3.2.3 with reference to SABS1200 AB.

**PSA 8.4.1 Contractual Requirements**

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for :

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SABS 1200A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

**PSA 8.4.2 Adjusted Payment for Time-Related Items**

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order :

Sum of Tendered amounts for Time Related Items X  $\frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$

\*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs

irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

#### **PSA 8.4.5 Other Time-related Obligations**

Provision of Security Personnel Unit: month

This item shall cover the cost of providing such security personnel the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area.

#### **PSA 8.4.6 Compensation in terms of Clause 5.12.2.4 of the General Conditions of Contract - 2015 and Clause 9.1.4 of the Contract Data, for delays incurred**

- |    |   |                            |
|----|---|----------------------------|
| a) | Plant   | Unit : Sum per working day |
| b) | Labour  | Unit : Sum per working day |
| c) | Supervision   | Unit : Sum per working day |
| d) | Other services, facilities etc. not covered by (a), (b) and (c) | Unit : Sum per working day |

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

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

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the General Conditions of Contract - 2015.

This payment item shall only apply to delays which in the opinion of the Engineer are due to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

The cost of delays incurred for all other circumstances shall be treated as provided for in the General Conditions of Contract -2015.

The provision of this clause shall in no way prejudice the rights of either the Employer or the Contractor to terminate the contract in terms of the provisions in clause 9 of the General Conditions of Contract - 2015.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment.

**PSA 8.5 Sums stated provisionally by Engineer**

Insert after the last sentence of Clause 8.5:

"Payment will be made on the basis of the sums actually paid for such work."

**PSA 8.6 Prime cost items**

Insert before the last sentence of Clause 8.6:

"Payment will be made on the basis of the sums actually paid for such goods or materials."

**PSA 8.7 Daywork**

Provisional items for Daywork are scheduled as follows:

Labour at hourly rates for skilled, semi-skilled and unskilled labourers.

Material as a Provisional Sum with a percentage allowance on the net cost.

The Contractor's own plant at hourly rates for various types. The rates for the Contractor's own plant shall be all inclusive, covering the cost of plant operators, consumable stores, fuel and maintenance.

Hired plant as a Provisional Sum with a percentage allowance on the net cost. The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire, which allowance will cover the Contractor's own overhead costs and profit.

**PSA 8.8.1 Main access road to works**

The sums tendered for Items A4.1 shall cover all costs of dealing with traffic (safeguarding and accommodation of traffic), the maintenance of the access, protection at crossings and all other requirements for safe access to the works for the duration of the project.

**PSA 8.12 Compliance with OHS Act and The Construction Regulations**

The sums tendered shall cover all costs associated with compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract.

**PSA 8.13 Scaffolding Design and Erection**

The Sum measured under payment Item A4.2 will include all cost relating to the design, supply and erection of scaffolding as required to reach all areas of the Paradise Beach elevated water tower for repair to all areas.

**PSA 8.14 Scaffolding Dismantling**

The Sum measured under payment Item A4.3 will include all cost relating to the safe dismantle and removal of scaffolding to all areas of the Paradise Beach elevated water tower.

**PSA 8.15 Temporary provision of a Booster pump**

The Provisional sum under Item A4.4 will be utilized to provide a temporary booster pump set and generator to pump water into the system while the reservoir is isolated for internal inspections. Quotations should be sought and subjected to approval by the Engineer prior to acceptance.

A percentage markup is allowed for Item A4.4 under A4.5.

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**PSAB ENGINEER'S OFFICE (SABS 1200 AB)**

**PSAB 3 MATERIALS**

**PSAB 3.1 Name boards**

The Contractor shall supply, erect and maintain name boards in accordance with the Clients Standard (refer to Appendix B). The details to be printed on the name boards will be provided at commencement.

**PSAB 3.2.1 Office building(s)**

The Contractor shall provide, erect, maintain and service one office, to be used by the contractor and the Engineer, in accordance with Clause 3.2, in the position indicated by the Engineer. All windows in the office shall be fitted with blinds, burglar bars and fly screens over the openings. A security gate shall be installed on the door.

On completion of the Works, the building and fittings shall revert to the Contractor who shall remove them from the Site.

**PSAB 5 CONSTRUCTION**

**PSAB 5.1 Name boards**

The name board(s) shall be erected within 14 days of the Commencement date in the positions directed by the Engineer. The Contractor shall submit the signwriter's proof of the name board to the Engineer for his approval before commencing the signwriting. Any damage to the name board shall be repaired within 14 days of a written instruction by the Engineer.

All name boards and Contractor's advertising and notice boards shall be removed prior to the issue of the Certificate of Completion.

**PSAB 5.6 Site instruction book**

The Contractor shall supply and maintain a carbon triplicate book as a site instruction book. This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book.

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**PSC SITE CLEARANCE (SABS 1200 C)**

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of material**

Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at the site described in C3.4.5.2.5, unless instructed otherwise by the Engineer. Materials which can be recycled, like various types of metals, are to be delivered to recycle plants. Any financial gain is to the contractor's benefit, but proof of delivery must be provided.

The rate tendered shall allow for any fees to be paid at the tip site.

## **PSC 5 CONSTRUCTION**

### **PSC 5.1 Areas to be cleared and grubbed**

The Contractor shall ensure that the areas cleared and grubbed are kept to the minimum area necessary for the execution of the Works.

The Contractor shall clear and grub the area required for the Works, areas on which material will be stockpiled for later use and areas where material is to be dumped and spread, unless instructed otherwise by the Engineer.

### **PSC 5.2 Cutting of trees**

The contractor shall ensure that no protected species are damaged or removed. Where this might be necessary the permission of the Engineer is to be obtained in advance. The Contractor shall not remove trees with a trunk girth of more than 0.5m without the written permission of the Engineer.

### **PSC 5.6 Conservation of topsoil**

Topsoil shall be removed from the cleared areas up to a depth of 150 mm (if available) and stockpiled at an approved area for later reuse. Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means.

## **PSC 8 MEASUREMENT AND PAYMENT**

### **PSC 8.2.1 Clear and grub**

The rate tendered for clearing and grubbing shall cover the cost of disposal of the material on the Site by approved means at places indicated by the Engineer, and for finally covering the disposal area with 75mm of topsoil.

### **PSC 8.2.7 Dismantle and remove pipelines, etc**

In addition to the requirements of Clause 8.2.7, the rate shall cover the cost of locating the pipeline and any additional costs of excavation and backfilling not covered by other normal rates for excavation and backfilling under SABS 1200 DB.

### **PSC 8.2.8 Demolish and remove structures, etc**

In addition to the requirements of Clause 8.2.8 the rate shall cover the cost of excavation and demolition of the scheduled unit, salvaging and delivery of metal fittings, complete removal of all rubble from the Site, and the supply of material for and backfilling of the voids so formed, including levelling and compaction, all to the satisfaction of the Engineer.

### **PSC 8.2.10 Removal and conservation of topsoil**

The rate tendered for the removal of in situ topsoil shall, in addition to the items listed in Clause 8.2.10, also cover the cost of stabilizing, watering and protecting the stockpiles of topsoil.

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**PSD        EARTHWORKS (SABS 1200 D)****PSD 3       MATERIALS****PSD 3.1    Classification for excavation purposes****PSD 3.1.1   Method of classifying**

Replace the third sentence of Clause 3.1.1 with

"The classification will be based on the Engineers inspection of the material to be excavated and on the criteria given in PSD3.1.2".

**PSD 3.1.2   Classes of excavation**

Notwithstanding Clause 3.1.2, intermediate excavation and boulder excavation (class A and B) will be classified as soft excavation.

**PSD 3.1.2   Classes of excavation (alternative)**

For excavation that is required to be carried out using labour intensive methods the excavation of material will be classified as follows for purposes of measurement and payment:

Shovel excavation shall be excavation in material that can be removed by hand shovelling using foot pressure to make the shovel dig into the material if necessary.

Pickable excavation shall be excavation in material that requires to be picked with a hand pick to loosen it sufficiently for shovelling by hand.

**PSD 5       CONSTRUCTION****PSD 5.2    Methods and procedures****PSD 5.2.1.2   Conservation of topsoil**

Until required for spreading, the stockpiles of topsoil material shall be stabilized by watering or other approved means.

Topsoil shall not be stockpiled higher than 2,0m. Care shall be taken to prevent the compaction of topsoil in any way especially by vehicles.

**PSD 5.2.2.3   Disposal**

The Contractor shall remove all surplus and/or unsuitable material from excavations and clearing and grubbing operations and dispose of it at the site described in C3.4.5.2.5, unless instructed otherwise by the Engineer.

Should the Engineer instruct the disposal of selected material on the Site, the coarsest material shall be placed at the bottom and covered with finer material, with the finest material at the top. The surface profile of the material shall be shaped to free draining slopes. The disposal site shall be finished off to the satisfaction of the Engineer.

**PSD 5.2.3.2   Backfilling against structures**

In addition to the requirements of Clause 5.2.3.2, the backfill material shall be placed and compacted on all four sides of the structure in equal layer heights, to prevent overturning or sliding.

**PSD 5.2.4.6 Reinstatement of disturbed areas**

Where the Site has been disturbed by construction activities, and the Engineer has instructed that these areas shall be reinstated, the reinstatement shall, after the final grading defined in Clause 5.2.4.1 of SABS 1200D, include the spreading of thatch grass over the surface at a rate sufficient to prevent wind erosion, as approved by the Engineer.

## **PSD 8 MEASUREMENT AND PAYMENT**

### **PSD 8.3.6 Overhaul**

Notwithstanding Clause 8.3.6, PSA 8.10 shall apply.

### **PSD 8.3.10 Topsoiling**

In addition to the provisions of Clause 8.3.10, the rate for topsoiling shall cover the cost of watering, and stabilising the topsoil on slopes to avoid erosion and slipping where necessary, to the approval of the Engineer.

### **PSD 8.3.11 Grass or other vegetation**

#### **PSD 8.3.11.1.2 Maintenance**

The measurement of the maintenance period will be by sum for the 3 month period or extended period. The tendered sum shall cover the cost of the operations specified in PSD5.2.4.3.1 and making good any erosion which takes place during the maintenance period.

#### **PSD 8.3.11.2 Restoration of indigenous vegetation**

##### **PSD 8.3.11.2.4 Planting of shrubs**

Planting of shrubs will be measured by the area. The unit rate shall cover the cost of the supply of fertilizer, the transportation from the transition nursery and replanting of the shrubs to a density of 1 shrub per 10m<sup>2</sup> and watering.

#### **\*PSD 8.3.14 Extra-over payment for excavation classification**

No separate measurement or payment will be made for any variations in materials. The tendered rate for excavation in all materials shall include for the cost of excavation of all types of materials classified in Clause 3.1.2.

#### **\*PSD 8.3.15 Reinstatement of disturbed areas**

The rate shall cover the cost of final trimming and preparation of the disturbed areas, and the supply and installation of thatch grass over the areas.

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**PSDB EARTHWORKS (PIPE TRENCHES) (SABS 1200 DB)****PSDB 3 MATERIALS****PSDB 3.1 Classes of excavation**

Delete the contents of Clause 3.1 and replace with the following:

“The classification of excavation shall be as specified in PSD3.1”.

For trench excavation that is required to be carried out using labour intensive methods the excavation of material will, for purposes of measurement and payment, be classified as specified in PSD3.1.2.

**PSDB 3.7 Selection**

Notwithstanding Clause 3.7, the Contractor is required to use selective methods of excavating. The Contractor shall selectively remove and keep separate topsoil, unsuitable material, and material suitable for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

**PSDB 5 CONSTRUCTION****PSDB 5.1 Precautions****PSDB 5.1.2.3 Sloping ground**

On slopes steeper than 1:4, the Contractor shall excavate by hand. No additional payment will be certified for such excavation.

**PSDB 5.2 Minimum base widths**

The minimum base width for flexible pipes shall be as follows:

External diameter of pipe barrel (mm)		Minimum base width (mm)
Over	Up to and including	
-	50	400
50	110	600
110	300	800
300	450	1,000

Otherwise the provisions of clause 5.2 shall apply.

**PSDB 5.1.4 Existing services that intersect or adjoin trenches**

Where the proximity of existing services or the lack of space prohibits the use of a mechanical excavator for trench excavation, the Engineer may order or permit the use of hand excavation. No additional payment will be certified for such excavation, as any additional costs will be held to be covered in the rates.

**PSDB 5.5 Trench bottom**

Should the Engineer consider the trench bottom to be unstable, he may instruct the Contractor to replace unsuitable material with a 19 mm single-sized crushed stone layer in order to provide a

stable platform for the placing of the pipe bedding. The stone layer shall be 150mm thick over the full width of the trench, and shall be wrapped in a geotextile blanket with 150mm overlap at the joint.

## **PSDB 5.6 Backfilling**

### **PSDB 5.6.2 Material for backfilling**

The Contractor shall ensure that all excavated material is kept within the pipe servitude until backfilling is complete. The toe of the heap of excavated material next to the trench shall be kept a minimum of 500mm from the edge of the trench, and this strip shall be kept clear of excavated material at all times.

### **PSDB 5.6.6 Completion of backfilling**

Within the residential areas, the length of trench open at any one time shall not exceed 100 m per pipe-laying team or 200m in total, whichever is the greater.

If in the opinion of the Engineer, insufficient progress is being made with the backfilling of trenches, the Engineer may order that no further excavation may take place until the backfilling of trenches has caught up. No additional payment will be made for any delay that this may cause.

## **PSDB 5.7 Compaction**

### **PSDB 5.7.2 Areas subject to traffic loads**

All trenches within the road reserves will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of PSDB3.5 and 5.7.2.

## **PSDB 7 TESTING**

### **PSDB 7.1 Density testing**

In addition to clause 7.1 the Contractor shall also carry out density tests to determine the compaction of the trench bottom. The Contractor will be required to carry out as many density tests that are necessary to achieve the required material control, with a minimum testing frequency of:

- Every 100m on the trench bottom
- Every 50m on the bedding
- Every 50m on the backfill

Notwithstanding Clause 7.1, the Contractor will be responsible for the cost of all testing.

## **PSDB 8 MEASUREMENT AND PAYMENT**

### **PSDB 8.3.2Excavation**

Notwithstanding Clause 8.3.2, the rate for excavation in all materials shall cover the cost of excavation in all classes of excavation, except hard rock. An extra-over item has been scheduled for excavation in hard rock. The rate for the extra-over item shall include all costs associated with excavation of rock, over and above the cost of excavation in all materials.

The rates for excavation of trenches shall also cover the cost of the activities with respect to areas subject to traffic loads as set out in Clause 8.3.3.3, the cost of accommodation of traffic and all costs of density testing to be borne by the Contractor.

**PSDB 8.3.8 Excavation using labour intensive methods**

Notwithstanding Clause 8.3.2, the tendered rate shall cover the additional cost of excavation by hand in pickable material.

**PSDB 8.3.9 Crushed stone bedding layer and geotextile blanket**

Where the use of a layer of crushed stone in the trench bottom has been authorized by the Engineer, it will be measured by volume according to the length, the specified thickness of the layer, and the specified trench width.

The rate shall cover the cost of all additional excavation, preparation of the trench bottom, removal and disposal of unsuitable material, the supply and placing of a layer of stone.

Where the Engineer has authorized the use of geotextile filter blanket, this will be measured by area according to the specified thickness, specified trench width and the net length.

The rate shall include the cost of supply, placing and wastage as a result of overlap and over excavated trench widths.

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**PSGA CONCRETE (SMALL WORKS) (SABS 1200 GA)****PSGA 3 MATERIALS****PSGA 3.2 Cement****PSGA 3.2.1 Applicable specifications**

Notwithstanding Clause 3.2.1, the specification for cements shall be SABS EN 197.

Cement Grade CEM I 42,5N shall be used. Pulverised fly ash (PFA) shall comply with SABS1491-2.

**PSGA 3.3 Water**

Only potable water may be used for mixing concrete. Other clean water may be used for curing concrete.

**PSGA 3.4 Aggregates**

The maximum aggregate size shall be 19mm. Plums are not permitted.

**PSGA 4 PLANT****PSGA 4.2 Mixing plant**

When the concrete is mixed on site, an approved rotary mixer, suitable in size for a batch containing cement in increments of one sack of 50kg, shall be used. The Contractor's method of batching of the ingredients shall be to the approval of the Engineer's Representative

**PSGA 4.3 Vibrators**

All concrete shall be vibrated.

**PSGA 5 CONSTRUCTION****PSGA 5.1 Reinforcement****PSGA 5.1.3 Cover**

Notwithstanding Clause 5.1.3, the cover to reinforcement shall not be less than the original.

**PSGA 5.2.1 Classification of finishes**

The finish to all exposed concrete shall match the existing.

**PSGA 5.4 Concrete****PSGA 5.4.8 Concrete Repair**

Areas where the reinforcing is exposed the concrete has spalled is to be treated as follows:

All loose paint, plaster and spalled concrete is to be mechanically removed. Exposed reinforcing is to be wire brushed until all rust is removed and then treated with Durarep ZR Primer. Concrete repairs are to be carried out using Epidermix 344 which is then to be plastered with Durarep FR. All the above products are to be applied strictly in accordance with the manufacturer's specifications and are obtainable from ABE and can be substituted with similar approved products.

Badly corroded reinforcement is to be investigated and if more than 20% of the cross-sectional area is corroded away the bar is to be further exposed sufficiently to add a new bar of the same diameter alongside the existing bar. This new bar is to be fastened to the existing with a wire tie

allowing no less than 40x the diameter of the bar as a splice. Thereafter the reinforcing is to receive the same treatment as described above.

The entire outside of the structure is to be cleaned and all loose paint, plaster and spalled concrete is to be mechanically removed. Thereafter it is to be treated with Silocote from ABE or a similar approved product and strictly in accordance with the manufacturer's specifications.

## **PSGA 6 TOLERANCES**

### **PSGA 6.4 Permissible deviations**

Degree of Accuracy II in Clause 6.4 shall apply.

## **PSGA 7 TESTING**

### **PSGA 7.2 Testing**

#### **\*PSGA 7.2.4 Watertightness test**

Remedial work, where the reservoir was broken out to replace a pipe, or where a hole in the reservoir was repaired, will be checked for watertightness by filling the reservoir. In the event that there are any signs of moisture or dampness, the repair will be thoroughly inspected, and a solution presented to the Engineer

## **PSGA 8 MEASUREMENT AND PAYMENT**

### **PSGA 8.1.1 Preparation of concrete**

The unit of measurement for the cleaning and preparation of the concrete shall be per m<sup>2</sup> and shall include for the removal of all spalled concrete and, if required, the removal of corroded reinforcement. (See PSGA 5.4.8)

### **PSGA 8.1.2 Reinforcement**

Notwithstanding the method of measurement for reinforcement specified in Clauses 8.1.2.1 and 8.1.2.2, reinforcement will be measured and paid as measured on site by the Engineer.

The unit of measurement for steel reinforcement will be the mass in kilogram bar size. Clips, ties, separators, stools and other steel used for the positioning of reinforcement will not be measured. The cost of such steel will be deemed to be included in the rates for reinforcing steel. The cost for the preparation of the existing reinforcement and the supply and application of Durarep ZR Primer, or similar approved, will be deemed to be included in the rate. (See PSGA 5.4.8)

### **PSGA 8.1.3 Concrete**

The rates for concrete shall also cover the use of dolomitic aggregate where prescribed, the cost of the preparation of design mixes by an approved laboratory, submission for approval by the Engineer, the cost of testing concrete, cost of non-designated joints, finishing of unformed surfaces as specified in PSGA 5.4.

### **PSGA 8.1.4 Concrete repair**

The rates for concrete repair shall be measured m<sup>2</sup> and shall be deemed to include the supply and application of Epidermix 344 and Durarep FR or similar approved products as specified in PSGA 5.4.8.

**PSGA 8.1.5 Concrete protection**

The rates for concrete protection shall be measured m<sup>2</sup> and shall be deemed to include the preparation of the concrete and the supply and application of Silocote from ABE or a similar approved product all as specified in PSGA 5.4.8.

**PSGA 8.1.6 Prepare existing reservoir roof to receive protection product**

The existing reservoir roof is to be cleaned of all loose paint, plaster, dirt and spalled concrete mechanically in order to receive the specified protection product with reference to PSGA 5.4.8. The unit of measurement for the cleaning and preparation of the reservoir roof shall be per m<sup>2</sup>.

**PSGA 8.1.7 Empty, clean and inspect for damages, inside of the reservoir**

The sum measured shall include for emptying the reservoir, cleaning the inside of the reservoir and arranging for inspection of the inside of the reservoir for damages by the engineer.

Alternative arrangements for temporary water supply is measured under item A4.4 while the reservoir is isolated for the internal inspections.

**PSGA 8.1.8 Watertightness test**

The watertightness test will be paid by a lump sum.

The sum shall cover the cost of all labour, equipment and materials (including water) to carry out the tests, as specified in PSGA 7.2.4, to rectify faults and to achieve a test result to the satisfaction of the Engineer.

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**PSH 8 FIBREGLASS (HANDRAILS)****PSH 8.1 MATERIALS**

All handrails shall be from fibreglass as supplied by Grating World or similar approved and is to dimensionally comply with SANS 100400. The preferred colour is yellow and, should yellow not be available, the engineer is to be notified prior to order.

Stanchions shall be manufactured preformed in one piece and shall be at least 42 mm nominal outside diameter. The bases of the stanchions shall be preformed to suit the situation in which they are to be installed, and the stanchions and spheres shall be preformed to suit right angled or other angled intersections as shown on the drawings.

Stanchions shall be spaced at intervals not exceeding 2,0 m.

**PSHA 8.2 DISMANTLING EXISTING HANDRAILS**

Notwithstanding the requirements of the above, the items shall be paid for in accordance with the measured quantities in the pricing Schedule. The prices tendered for the handrailing to include all relevant items as well as the installation.

The Sum measured for dismantling of the existing Handrail will include the dismantling and disposal of the existing handrails.

**PSHA 8.3 DISMANTLING EXISTING PIPES AND FITTINGS**

The Sum measured for dismantling of the existing pipes and fittings will include the dismantling and disposal of all of the existing pipes and auxiliary fittings to be replaced.

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**PSL MEDIUM-PRESSURE PIPELINES (SABS 1200 L)****PSL 1 SCOPE**

All work is to be determined on site. All corroded items are to be identified and the Engineer informed of the results to enable him to decide on what has to be replaced.

**PSL 2 MATERIALS****PSL 2.1 General**

All existing pipe work, inclusive of auxiliary items such as VJ couplings, valves, etc., from the incoming main to the outgoing mains, is to be subjected to a visual inspection and the condition described in a schedule under the headings "acceptable" or "to be replaced". This schedule is to be presented to the Engineer for verification prior to putting any work in hand.

Typically the following pipe work is to be identified as "acceptable":

- When there are no obvious defects
- When the defects are of such nature that it can be repaired.

Examples of defects in pipework which is to be identified as "to be replaced":

- Leaking items
- Items which have obvious defects which cannot be repaired.
- Items which are corroded beyond surface corroding. (Including items welded to a pipe)

Upon the Engineer's approval, replacement programme of the items is to be discussed with the municipality and scheduled in such a manner as to cause the least disruption to the network.

Replacement of all items is to be on a like-for-like manner except for the bolts which are to comply with clause PSL 3.8.3.

All pipes, specials, fittings, and bolts which are removed shall be stored neatly for inspection and measurement by the Engineer. Payment shall be based on the removed items.

The Contractor shall satisfy the Engineer that the manufacturers' recommendations for transporting, handling, stacking, storing and installing pipes, pipe fittings, sealing rubbers etc. are being followed. The Engineer shall be given the opportunity to inspect all materials immediately prior to installation and shall have the right to reject any materials which, in his opinion, have suffered damage which may impair the long term durability or strength of said items.

Pipes and specials shall be protected against damage during all stages of manufacture, delivery, storage and handling. The ends of all steel pipes and specials shall be protected against denting. Steel pipes shall be transported and stacked in such a manner that the pipe barrel is not deformed by more than 2% of its diameter. Dents which cause a protrusion of more than 1 mm on the inside of the steel special, may result in the special being rejected.

Where required, manholes might have to be demolished and reconstructed. Replacement is to be in accordance with clause PSL 3.11.6.

**PSL 3.2 AC pipes and specials**

The engineer must be informed, who will decide on the course of action, if AC pipes are encountered

### **PSL 3.4 Steel pipes, fittings and specials**

#### **PSL 3.4.1 General**

Steel pipes and fittings shall comply with SABS 719 Grade B and have a minimum thickness of 4.5mm.

#### **PSL 3.4.4 Steel fittings and specials**

All steel pipes and specials shall be workshop manufactured and hot dipped galvanised before delivery to site.

### **PSL 3.7 Other types of pipes**

#### **PSL 3.7.1 PVC-U Pipes**

In addition to Clause 3.7.1, solvent welded joints or fittings shall not be used.

#### **\*PSL 3.7.3 Specials for PVC-U pipes**

All specials (except flanges) shall be suitable for working pressure of not less than 1,600kPa.

Standard specials such as tees, flange adaptors, reducers etc. for PVC-U pipelines shall be fabricated from cast iron. Unless otherwise shown on the drawings, all bends shall be PVC-U.

### **PSL 3.8 Jointing materials**

#### **PSL 3.8.3 Flanges and accessories**

Flanges shall comply with SABS 1123 and have a minimum working pressure of 1,600kPa. Holes shall be drilled to Table 1600/3 of SABS 1123.

Any item of pipework or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of boltholes to oversized dimensions to enable a particular item to fit will not be allowed.

All flanges shall be provided complete with bolts, nuts and washers compliant with SABS 135, and 2mm thick rubber insertions. The insertion piece shall cover the full face of the flange between the ID and OD.

All bolts (including replacement bolts) are to be new Hot Dipped Galvanised with a minimum local coating thickness of 40µm and average coating thickness of 50 µm.

#### **PSL 3.9.2 Steel pipes and specials**

All steel pipes and specials shall be hot dip galvanised after fabrication, in accordance with Clause 3.9.2.1 and the requirements of SABS 763 for heavy duty applications. Further machining, cutting or welding after hot-dip galvanizing will **not** be allowed.

### **PSL 3.10 Valves**

#### **\*PSL 3.10.1 Gate valves**

Gate valves shall comply with SABS 664 and shall bear the SABS mark, the trade name and the nominal diameter and class of the valve. A test certificate as per Clause 3.5.20 of compliance with SABS 664 will be acceptable.

Gate valves shall be resilient seal ("RSV") Class 16, clockwise closing, with non-rising spindle, and shall be drop-tight when tested in accordance with BS 5163. The direction of closing must be shown clearly on the valve. The design of the stuffing box shall be such that the O-rings can be replaced while the valve is in service without having to remove the valve dome. Valve gates shall be fully EPDM rubber lined, internally and externally and the spindle shall be Grade 316 Stainless Steel or equivalent with a double o-ring seal."

Gate valves shall be fitted with cap-tops (Alt) handwheels and shall be either flanged or spigotted or socketed, as scheduled. Gate valves shall be supplied with couplings and all materials necessary for complete installation.

**\*PSL 3.10.3 Air valves**

25mm and 50mm (where scheduled) double acting air valves "Ventomat RBX" (or similar, approved), suitable for a working pressure of 1 600 kPa, shall be used.

Each air valve or air valve branch shall be fitted with a separate brass gate valve that closes clockwise, and, if required, an extension pipe.

**\*PSL 3.10.4 Check valves**

Check (reflux or non-return) valves shall be "AVK" or similar, approved. Check valves shall close immediately the velocity in the pipeline is zero, in order to prevent any reversal of flow.

**\*PSL 3.10.5 Float valve**

The valve and float mechanism including all bolts, nuts, etc. shall match the existing in performance and shall be manufactured from materials that will not corrode during the operation of the valve in submerged conditions or conditions of partial exposure to the atmosphere.

The valve shall be pilot controlled, diaphragm actuated, single seated, hydraulically operated with resilient disc. The seat shall be renewable and the diaphragm and disc replaceable without removing the valve from the tank. The valve stem shall be stainless steel and shall have no external packing glands or stuffing boxes.

**\*PSL 3.10.6 Corrosion Protection**

All flanged joints, saddles, bolts and nuts shall be protected by means of Denso paste and then wrapped to give a covering of at least three layers of Denso impregnated tape or other means of inhibiting corrosion approved by the Engineer. Denso tape must be carefully moulded over the paste and fitting to expel all air pockets.

All steel pipes not protected by means of Denso paste and tape shall be thoroughly cleaned, surface corrosion removed and treated with Durarep ZR Primer and thereafter painted with an approved rust inhibitor and protector with a suitable product guarantee for coastal conditions. The contractor to suggest a suitable product to the engineer for approval, failing which the entire pipe shall be covered by Denso tape for protection.

**PSL 3.11 Manholes and surface boxes**

**PSL 3.11.6 Manholes**

All missing manhole lids are to be replaced with similar in AV moulding. Where necessary manhole frames are also to be replaced and the concrete work made good with an approved special mix.

**\*PSL 3.12 Water meters**

All water meters shall match the existing in performance and shall be manufactured from materials that will not corrode during the operation of the valve in submerged conditions or conditions of partial exposure to the atmosphere and shall be approved in terms of SABS 1529-1 and marked with the SABS number as per the approval certificate, and shall have been tested to verify their accuracy by an approved SABS 0259 accredited laboratory. The Test Facility Accreditation Certificate shall be provided.

**PSL 5 CONSTRUCTION****PSL 5.1 Laying****PSL 5.1.1 General**

Pipes shall be handled, transported, stored and laid strictly in accordance with the manufacturer's instructions.

**PSL 5.1.3 Keeping pipelines clean**

In addition to the requirements of Clause 5.1.3, the Contractor shall ensure that both ends of all pipes and specials strung out above ground along the line of the trench are closed by means of an adequately fixed plastic cap or other approved material, in order to prevent the ingress of foreign material.

**PSL 5.1.4 Depths and cover**

Water pipelines shall be laid to the same levels as the existing.

**PSL 5.2 Jointing methods****PSL 5.7 Manholes****PSL 5.7.1 General**

In order to avoid damage to pipes due to differential movement where the pipes enter chambers or other structures, all pipes built, cast or grouted into such structures shall be provided with flexible connections to the details shown on the drawings.

**PSL 5.10 Disinfection of pipelines**

Notwithstanding the requirements of Clause 5.10, the Contractor shall disinfect the pipelines before connecting into the reticulation.

**\*PSL 5.11 Connection into existing main**

The Contractor shall arrange all the necessary work involved with the connections, including liaising with the Municipality, locating existing services, breaking out anchor blocks (if necessary), and removal of existing pipe fittings and couplings.

**\*PSL 5.12 Maintenance and repairs during defects liability period**

Should leaks or defects develop during the Defects Liability Period they will be rectified by the Municipality at the Contractor's expense. This will include the cost of re-testing and subsequent disinfection.

**PSL 6 TOLERANCES****PSL 7 TESTING****PSL 7.3 Standard hydraulic pipe test****PSL 7.3.1 Test pressure and time of test**

Testing of pipelines shall be carried out as soon as practical after a section of work is complete.

In addition to the requirements of Clause 7.3.1.5 water used to fill the reticulation and during testing shall be water drawn from the Municipal mains and transported in a clean container.

The restrictions pertaining to the maximum allowable length of open trench may result in certain lengths of the pipeline being backfilled before they can be tested as specified in Clause 7. The

pipeline may be tested in short sections provided the method of such testing is approved by the Engineer.

**\*PSL 7.5 Testing and repairs during defects liability period**

Should leaks or defects develop during the Defects Liability Period they will be rectified at the Contractor's expense. This will include the cost of re-testing and subsequent disinfection. During the Defects Liability Period the Municipality may carry out further pressure tests on the whole or part of the new reticulation and any necessary remedial work will be carried out by the Municipality at the Contractor's expense.

**\*PSL 7.3.4 Witnessing of a Successful Leakage Test by an Official of the Water Division**

The Contractor shall take note that the Engineer's Representative is required to ensure that an official of the Water Division witnesses a successful leakage test of the whole new reticulation being put forward for acceptance. Visits to site of this official to witness the test after the initial visit will be to the Municipal Water Division's account.

**PSL 8 MEASUREMENT AND PAYMENT**

**PSL 8.1 General**

Notwithstanding Clause 8.1, no payment will be made for depths of excavation in excess of that of the existing pipeline, unless ordered in writing by the Engineer.

**PSL 8.2.1 Supply and install pipes complete with couplings**

In addition to Clause 8.2.1, the rates for supplying, laying and bedding pipes shall also cover:

- i. the cost of work covered by Clause 8.2.4,
- ii. cleaning and disinfecting the pipeline as specified in Clause 5.10 and PSL5.1.3,
- iii. testing the pipelines, including the supply of all water
- iv. the cost of testing in short sections in accordance with PSL7.3.1.

Notwithstanding Clauses 8.2.7 and 8.2.15, the rates for pipes, valves, specials and couplings shall also cover the cost of wrapping and all other corrosion protection as specified.

The measurement of the pipes and fittings will be by No. as per the pricing schedule.

The measured quantity of pipes will only be included in the payment certificate after it has successfully passed a leakage test.

**PSL 8.2.2 Supply and fit new bolts**

The supplying and fitting of new bolts shall be measured per bolt size, length and quantity.

Notwithstanding Clauses 8.2.7 and 8.2.15, the rates shall also cover the cost of wrapping and all other corrosion protection as specified.

**PSL 8.2.3 Supplying, fixing and bedding of fittings**

The rates for valves, water meters and other fittings shall cover the cost of the supply and installation of all materials relating to it.

**PSL 8.2.4 Corrosion protection**

The rates for the protection of flanges, fittings, etc, shall be measured per item and shall include all ancillary preparation work (inclusive of the application of the additional which might be required. Refer to PSL 3.10.6

The rates for the protection of pipes shall be measured per meter and shall include all ancillary preparation work which might be required. Refer to PSL 3.10.6

**PSL 8.2.5 Supply and fit HDG anti bird grid in pumpstation**

The sum tendered shall include for the supply and installation of an HDG anti bird grid in the pumpstation.

**PSL 8.2.6 Supply and fit new full bore grid to roof**

The price tendered shall include for the supply and fitting of a new full-bore grid to the roof. The unit of measurement is No.

**PSL 8.2.7 Supply and fit new manhole covers**

The price tendered shall include for the supply and fitting of new manhole covers to replace the existing covers to the specification of the Engineer. The unit of measurement is No.

**PSL 8.2.8 Anchor/thrust blocks and pedestals**

Notwithstanding Clause 8.2.11 anchor/thrust blocks and pedestals will be measured by number. The block sizes to be confirmed by the engineer prior to construction. For measurement purposes the size will be 0.2m<sup>3</sup>

The rate shall cover the cost of excavation, concrete, formwork and steel reinforcement (allowing for 0.1t of high tensile steel per cubic metre of concrete).

**PSL 8.2.14 Manholes**

Where a pipe is to be built into an existing structure, the rate shall cover the cost of casting in the pipe with flexible couplings and cutting out and making good the hole.

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**PSLB BEDDING (PIPES) (SABS 1200 LB)**

**PSLB 3 MATERIALS**

**PSLB 3.1 Selected granular material**

Replace Clause 3.1 with the following:

“Selected granular material shall be a granular, free-draining, non-cohesive material with a grading analysis that shows 100% passing a 9.5 mm sieve and less than 5% passing a 0.425mm sieve. The Compactability Factor shall not exceed 0.4.”

**PSLB 3.2 Selected fill material**

Where rock or expansive clay is encountered in the trench bottom, the material in the selected fill blanket shall be selected granular material.

**PSLB 3.4 Selection**

Notwithstanding any references to the contrary in Clause 3.4, the Contractor is required to use selective methods of excavating. The Contractor shall selectively remove and keep separate topsoil, unsuitable material, and material suitable for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

**PSLB 5 CONSTRUCTION**

**PSLB 5.2 Placing and compacting of rigid pipes**

**PSLB 5.2.2 Class B Bedding**

The dimension “x” for all rigid and flexible pipes as referred to in drawing LB-1 and LB-2 shall be 150mm.

**PSLB 5.3 Placing and compacting of flexible pipes**

All PVC-U and HDPE water pipes shall be classified as flexible pipes.

**PSLB 7 TESTING**

**PSLB 7.1 Density testing**

Density tests shall be as per PSDB7.1.

**PSLB 8 MEASUREMENT AND PAYMENT**

**PSLB 8.1.3 Volume of bedding materials**

Where the minimum base widths specified in PSDB 5.2 apply, then the volume of bedding material shall be computed from the specified minimum base width.

In addition to Clause 8.1.3, additional bedding required for overbreak, and the volume of bedding material displaced by the pipe will not be measured for payment.

**PSLB 8.1.6 Freehaul**

Notwithstanding any references to 0.5km freehaul in Clauses 8.2.1, 8.2.2 and 8.2.5, Clause PSA 8.10 shall apply.

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## **PRC: SECURITY FENCING**

### **PRC 1 SCOPE**

This specification covers the requirements for a reinforced high tensile mesh type security fence.

The fence shall be installed in the positions shown on the drawings or as directed by the Employer or his Agent on site.

Alternative fence designs to suit a fencing manufacturer's standard components will be considered and may be approved, provided that they are not in any way inferior to the requirements of this specification and provided that the Engineer's prior approval is obtained.

It is a requirement that the Contractor undertaking the construction work is an approved installation contractor by the fence supplier. The contractor shall provide a 10-year guarantee backed by the manufacturer/supplier of the fence.

### **PRC 2 MATERIALS**

#### **PRC 2.1 General**

The security fence shall be of the industrial type with all components manufactured by an approved manufacturer.

The fence shall comprise of high tensile steel panel & post cast into a concrete foundation and ground beam.

#### **PRC 2.2 Posts**

Main Posts shall be tapered locking posts 2400mm height with a minimum width/depth of 85mm. The panel and posts shall be connected by means of a combination of single and double bolt comb clamps. The posts shall have a "locking recess mechanism" to secure the panel edges. The panel / post interface is to have a flush finish with no climbing aid present. Posts shall be provided at approximately 3,3 m spacings on flat sections (typically flatter than 1 in 3).

Where the fence is to be constructed on steep terrain (typically steeper than 1 in 3), the height of the posts shall be confirmed by the Contractor on site to suit the panel fence step details prior to fabrication. Cutting of posts on site shall not be permitted. The posts on steep terrain will be provided at approximately 1,5 m spacings.

#### **PRC 2.3 Panels**

Reinforced high tensile mesh steel panels shall be manufactured to be approximately 3305 mm long x 2400 mm high and shall be manufactured from galvanised wire of minimum diameter 3.5 mm. Panels shall be reinforced with a minimum of 4 No. 50mm deep "V" formation horizontal recessed bands for rigidity. The spacing of the "V" formation bands shall be approximately equidistant. Each vertical edge of the panel shall incorporate 70° flanges for internal fixing to the posts. All fixtures shall be incorporated on the inside of the fenceline. The horizontal top edge of the of the panel shall incorporate a 90° flange and the bottom edge shall incorporate a 30° flange.

Panels shall be fixed to posts with a minimum of 45 No. line wires and using a minimum of 8 No. double bolt comb clamps, 8 No. single bolt comb clamps and 24 No. anti-vandal bolts.

Where the fence is to be constructed on moderately steep terrain (typically steeper than 1 in 3 but flatter than 1 in 2), panels 1552 mm long x 2400 mm high shall be manufactured. Where the fence is to be constructed on very steep terrain (typically steeper than 1 in 2) panels 1100 mm long x 2400 mm high shall be manufactured.

The mesh at the base of the panel is to be embedded 50 mm into a concrete ground beam. A flat bar is to be welded to the mesh panel at the base where it is to be embedded into concrete.

Panels are to be provided with 3 rows of shark tooth spikes manufactured from galvanised mild steel. The 3 rows of shark tooth spikes are to be located on the front of the panel and positioned at the top of the panel. The shark tooth spikes are to be sloped downwards to prevent the use of the spikes as a climbing aid. No gap is permitted in the shark tooth spikes where two panels are joined with a post.

The panels are also to be provided with a row of shark tooth spikes at the top of the fence, facing vertically upwards.

On steep terrains, where the posts extend by more than 150mm above a stepped panel configuration, 3 No. additional shark tooth spikes are to be provided on the post.

All shark tooth spike strips are to be fixed and secured to fence panels in such a manner that vandalism or theft is prevented.

Where scheduled separately, panels are to be reinforced with toughened steel strips at 150mm vertical intervals, with a reinforced strip running horizontally at the top and bottom of the panel.

#### **PRC 2.4 Foundations for Posts**

Each post shall be encased in concrete for a depth of the foundation hole which shall be of the following dimensions:

(a) for posts:

400 mm x 400 mm and a depth of 500 mm. The dimensions of the post foundations are to be confirmed by the Employer or his Agent on site prior to casting due to the varying nature of in-situ soil conditions along the fence lines.

(b) for gate posts:

600 mm x 600 mm and a depth of 800 mm and brought up to a height approximately 50 mm above ground level.

#### **PRC 2.5 Ground Beams**

If scheduled or shown on the drawings, ground beams shall be constructed of cast in-situ grade 15 (15 MPa) and 19mm aggregate stone concrete placed continuously between foundation blocks. The beams shall be 400 mm wide x 350 mm deep with the top floated surface 50 mm above finished ground level. The ground beams may be omitted, where in the opinion of the Engineer, the ground is sufficiently rocky to make them unnecessary.

#### **PRC 2.6 Gates**

There are 4 difference types of gates possible:

Type A Personnel gates (1,1 m wide)

Type B Vehicle gates (6,0 m sliding)

Type C – Type A Personnel (1,1m swing) & Type B Vehicle (6,6 m sliding) combination gates

Type D – Vehicle (3,9m double leaf swing)

Gates shall be steel hollow sections having continuously welded seams. The height of the gate(s) shall be the same as that of the fence, and the spikes on rows on the front and top of the gates shall coincide approximately with the corresponding sections of the fence. The main frame shall be at least 150 mm x 75 mm x 4,5 mm hollow section supported by 150 mm x 150 mm x 6 mm hollow section gate post. The final gate post sizing is to be determined by the manufacturer to ensure the gate is sufficiently rigid. The gate post shall be filled with Grade 15 concrete. The gate leaves shall be constructed with the same high tensile steel mesh as the fence panels.

Double leaf gateways shall have a maximum 3.9 m wide clear opening, with each leaf being of equal width. Single leaf gateway shall have a maximum clear opening of 1,1 m. Sliding gates are to have a clear opening of 6,0 m

The frame of the single leaf gate shall be of 75 mm x 25 mm x 3,0 mm hollow section supported by 150 mm x 150 mm x 6 mm hollow section gate post.

The final gate post sizing is to be determined by the manufacturer to ensure the gate is sufficiently rigid. The gate post shall be filled with Grade 15 concrete. The gate leaves shall be constructed with the same high tensile steel mesh as the fence panels.

Gates shall be of welded construction with all corners of the main frame members mitred. Gates shall have at least one horizontal hollow section bracing member of size 75 mm x 75 mm x 3,0 mm for double gates and 50 mm x 25 mm x 3,0 mm for single gates. Extension arms shall be provided for each vertical main frame member and these shall be attached by welding. All welds shall be continuous.

Each leaf of the double leaf gate is to be equipped with a round bar drop bolt which slides into the concrete ground beam. The gate leaf's when closed are to have a locking device fitted with a T -slide lock and lock box approximately at the mid-point of the gate height. Each leaf is to be fitted with a grab handle just above the locking mechanism.

Each gate leaf of the double leaf gate and corresponding post is to be fitted with 3 hinges, 1 at the bottom and 2 adjacent hinges at the top. Hinges are to be medium duty. Hinges are to be orientated so that the gates open inwards.

The leaf of the single leaf gate, when closed, is to have a locking device fitted with a T -slide lock and lock box approximately at the mid-point of the gate height and secured to the post. The leaf is to be fitted with a grab handle just above the locking mechanism.

The leaf of the single leaf gate and corresponding post is to be fitted with 2 hinges. Hinges are to be heavy duty. Hinges are to be orientated so that the gates open inwards and outwards.

A Type B Vehicle gates (6,0 m sliding) will be the preferred option.

## **PRC 2.7 Galvanising (and coating)**

All steelwork comprising fences panels, posts, fixtures, shark tooth spikes, gate frames, gate post bracing members, etc shall be treated in the following manner after all fabrication work has been completed:

- (a) The surface shall be prepared for galvanising by being shot/grit blasted to SA 2 standard in accordance with Swedish Standard SIS 05-59-00, or alternatively be treated by

some other method to achieve the same standard of preparation.

- (b) The items shall then be hot dipped galvanised to the requirements of SANS 121 for heavy duty applications.
- (c) The items shall be marine fusion coated to a minimum thickness of 600 microns.

## **PRC 2.8 Concrete Bases**

Concrete shall be at least Grade 15 (15 MPa).

## **PRC 2.9 Reinforcement Bars**

Where the fence crosses stormwater channels, reinforcement bars cast into concrete shall be required to prevent access through the channels. The reinforcement bars are to be constructed from 16 mm high yield deformed bars (Y16) and are to be hot dipped galvanised prior to installation.

## **PRC 3 CONSTRUCTION AND ERECTION**

### **PRC 3.1 Clearing and Grubbing**

The existing fence, poles and gates are to be carefully dismantled loaded and transported to a municipal site located no more than 15 kilometres from the site and carefully off-loaded and placed there. All holes left by the removed fence and posts are to be filled in.

A 6 m wide strip (3m on inside and 3m outside of the fence centre line) shall be cleared and grubbed along the entire length of the fence, removing boulders, grubbing of trees and tree stumps, cutting of trunks and branches, backfilling of cavities and cut down into wood chip mulch on site. The wood- chip mulch to be spread onto 3m cleared area along new fence line.

The 6m corridor along the fence line is to be evenly graded after clearing in order to eradicate any uneven steps.

### **PRC 3.2 Erection of Temporary Fence**

The Contractor shall supply, install, and maintain, temporary fencing on the approximate position of the original fence within the working area (servitude). The fencing shall comprise 1,8 m high 2 mm diameter wire mesh fencing with a mesh spacing not exceeding 100 mm in both the vertical and horizontal directions and with intermediate posts and straining posts and straining wires according to supplier's recommendations. Chevron tape shall be interwoven in a zig zag pattern from the top to the bottom of the fence thereby clearly marking off the working areas. Gates shall be provided by the Contractor at all points as required for construction access purposes. The Contractor shall be held responsible for the control of access at these gates at all times, as well as to the worksite during removal and re-erection of fencing. No other opening in the fence shall be permitted and the Contractor shall be responsible for monitoring the fencing on a daily basis and repairing any such opening within the same day that it is detected.

Notices in two official languages (English and isiZulu/Xhosa) shall be attached to the fence where appropriate to indicate that the site is for personnel employed on the Contract only and that unauthorised entry is forbidden.

A Childproof Barrier in the proximity to residential areas, and wherever ordered, the Contractor shall provide and fix to the demarcation fencing described in above, approved and substantial

plastic square mesh to act as an additional childproof barrier and shall remove it on the completion of the works.

### **PRC 3.3 Spacing of Posts**

Spacing of the posts are to be consistent with the lengths of the panels, that is 3305mm on relatively flat grades (flatter than 1 in 3), 1552mm on moderately steep grades (steeper than 1 in 3 but flatter than 1 in 2) and 1100 mm (steeper than 1 in 2).

Any minor repairs to coatings or otherwise that need to be undertaken, must be done so on the ground prior to erection of the posts.

### **PRC 3.4 Panel Attachment to Posts**

The tapered gate posts shall be joined to fence panels by means of fixing to the 70° flanges and be fixed by means of the double and single anti-vandal comb clamps. The fixings are to be on the inside of the fence and a flush finish is to be provided.

The placing of the shark tooth spike rows along the panel/post are to be continuous so that there is no interruption.

The gate posts will be independent of the fence post but would share the same foundation.

The double leaf gate would be attached to the gate post by means of two hinges welded onto the gate post and frame as detailed on the drawings.

Any minor repairs to coatings or otherwise that need to be undertaken, must be done so on the ground prior to erection of the posts.

### **PRC 3.5 Foundations**

#### **(a) Fence Posts**

Each post shall be encased in a concrete foundation block approximately 500 mm wide x 500 mm long x 500 mm deep, unless otherwise specified by the Employer or their Agent. Foundation dimensions are subject to the ground conditions determined on site. Fence post foundations are to be cast integral with fence ground beams.

A letter box shutter system is to be used to prevent concrete residue from splashing on the fence posts during casting.

#### **(b) Ground Beams**

The bottom of the fence panel and flat bar is to be cast 50 mm into a concrete ground beam. The ground beam is to have dimensions 350 mm wide x 200 mm deep. Ground beams are to be cast integral with post foundations.

A letter box shutter system is to be used to prevent concrete residue from splashing on the fence panels during casting.

A hard board expansion joint is to be provided at either end of the ground beams, approximately 800 mm from the centre of each fence post.

#### **(c) Gate Posts**

The gate post and fence post will share a foundation. The size of the combined foundation is to be determined by the sum fence post foundation and the gate post foundation less any overlap between the foundations.

A letter box shutter system is to be used to prevent concrete residue from splashing on the fence panels during casting.

### **PRC 3.6 Gates**

Gates shall be erected such that:

- (a) there is a gap of not less than 35 mm and not more than 75 mm between the hinge stile(s) and the gate post;
- (b) there is a clearance of not less than 50 mm and not more than 75 mm between the bottom horizontal frame member(s) and the ground; and
- (c) when closed, there is a space of not more than 15 mm between the closing stile and the gate post in the case of single-leaf gates, and between the two closing stiles in the case of double-leaf gates.

Except where gates are installed over surfaced roadways, a full length concrete sill, rectangular in section having a width of at least 400mm and depth of at least 225mm, shall be installed under and on the line of the gates, with its top at ground level. The concrete shall be well vibrated to prevent voids being formed, and the top surface shall be floated and trowelled to an acceptable smoothness. The sleeves for the drop bolts shall be so set in the concrete sill, or concreted into the roadway (as relevant), that their tops are just above the level of the sill or roadway. The sill is to be cast integral with gate post foundations.

### **PRC 3.7 Marking**

Each fence shall bear the manufacturer's name on the main gate at eye level.

### **PRC 3.8 Reinforcement Bars at Stormwater Channels**

Where fences cross over stormwater channels, reinforcement bars are to be cast into concrete to prevent access through the channels. The reinforcement bars fabricated in PRC 2.9 are to be measured and cut on site to suit the dimensions of the channel opening. Once the dimensions are confirmed, the bars are to be sent for hot dipped galvanising. Upon return of the galvanised bars, they are to be installed vertically and cast into a concrete base at 150 mm centres along the complete opening of the channel. Separate items shall be measured for the reinforcement bars and the concrete base.

## **PRC 4 TOLERANCES**

**PRC 4.1 Out-of-straightness of any member shall not exceed 3 mm/m length of the component.**

## **PRC 5 MEASUREMENT AND PAYMENT**

The prices tendered shall include for the provision of all labour, plant and materials necessary to complete the work specified.

**PRC 5.1 Clearing and Grubbing Line of Fence ..... Unit: m**

The rate for clearing and grubbing shall cover the cost of carefully dismantling, loading and transporting the material to a municipal site located no more than 15 kilometres from the site and carefully off-loaded and placed there for the existing fences, poles and or gates.

The rate shall also cover the cost for filling in any holes left by the removed fence, clearing a 6m wide strip (3m on inside and 3m outside of the fence centre line) along the entire length of the fence, removing boulders of size up to 0,15 m<sup>3</sup>, grubbing of trees of girth up to 1 m, grubbing of tree stumps, cutting of trunks and branches exceeding 0,5 m girth, backfilling of cavities and cut down into wood chip mulch on site. The wood-chip mulch to be spread onto 3m cleared area along new fence line.

Boulders exceeding 0,15 m<sup>3</sup> and removal and grubbing of trees exceeding 1 m girth shall be paid for separately.

**PRC 5.2 Stormwater Management from Cleared Material ..... Unit: m**

Payment shall be made for the re-use of cut down tree stumps. The cut down tree stumps shall be cleaned of branches to a smooth surface to be utilised for stormwater and erosion control. The tree stumps to be anchored with wooden pegs made from the branches of the cut down trees. The wooden pegs to be spaced at 1m intervals. The tree stumps will also serve as outer boundary of the 6m stripped area along the newly installed fence. Payment will be made for per meter of installation and include the cleaning, placement and anchoring of the trees along the boundary of the cleared fence area.

**PRC 5.3 Demarcation fencing ..... Unit: m**

Payment will be made per linear metre of temporary fencing installed in the manner specified in PRC 3.2 above, and the rate shall include for maintaining such fencing in good condition, including daily surveillance and repair, throughout the duration of construction and removal on completion of the works.

**PRC 5.4 Even Grading Along Fence ..... Unit : m**

The rate shall cover the cost for all plant, labour, materials and equipment required for performing any earthworks excavation and fill to shape as necessary to provide an even grade of the ground along the fence line for the full working corridor.

**PRC 5.5 Fence Posts ..... Unit: No**

The rate for fence posts shall include for all setting out, supplying, transporting and erection of the fence posts, all as specified and to the requirements of the fence panels (approximately 3305 mm spacings). Rate to include all fixings.

**PRC 5.6 Fence Panels ..... Unit: No**

The rate for fencing shall include for all setting out, supplying, transporting and erection of the fence panels, all as specified and the requirements of fixing to the fence posts. Rate to include all panel reinforcement, shark tooth spikes and fixtures.

**PRC 5.7 Fence Posts on Moderately Steep Terrain ..... Unit: No.**

The rate for fence posts on moderately steep terrain shall include for all setting out, confirming measurements on site, supplying, transporting and erection of the fence posts, all as specified and to the requirements of the fence panels (approximately 1552 mm spacings). Rate to include all fixings and additional shark tooth spikes.

**PRC 5.8 Fence Panels on Moderately Steep Terrain ..... Unit: No.**

The rate for fencing for fence panels on moderately steep terrain shall include for all setting out, supplying, transporting and erection of the fence panels (approximately 1552 mm spacings), all as specified and the requirements of fixing to the fence posts. Rate to include all panel reinforcement, shark tooth spikes and fixtures.

**PRC 5.11 Security Fence Panels ..... Unit: No.**

The extra-over PRC 5.6, PRC 5.8 and PRC 5.10 rate for high security fencing shall include for all setting out, supplying, transporting and erection of the fence panels (approximately 1552 mm spacings), all as specified and the requirements of fixing to the fence posts. The rate is to include all panel reinforcement with toughened steel strips at 150 mm vertical intervals and a horizontal strip on the top and bottom of the panel, shark tooth spikes and fixtures.

**PRC 5.12 Supply, transport and erect gates:**

Type B Vehicle gates (6,0 m sliding) .....Unit: No.

The rate for gates shall include supplying, transporting and erection of single gates and pairs of double gates as applicable and all gate posts and gate ancillaries including the hinges, bolts and nuts.

**PRC 5.13 Concrete bases for posts .....Unit: m<sup>3</sup>**

The rate shall include for excavation, letterbox type formwork, placing concrete and setting in and finishing exposed surface.

**PRC 5.14 Concrete sill/ground beam ..... Unit: m**

The rate for concrete sill/ground beams includes excavation in all materials, formwork (letterbox), placing of hard board expansion joints, mixing and placing concrete and surface finishing.

**PRC 5.15 Concrete Base for Stormwater Channel reinforcement .....Unit: m<sup>3</sup>**

The rate for casting of the concrete foundations for reinforcement bars through stormwater channels shall include all excavation, materials, formwork, placement and curing. The concrete shall be the same as that of PRC 2.8 (15 MPa).

**PRC 5.16 Supply and cutting of Reinforcement Bars to suit ..... Unit: kg**

The rate for shall cover the cost of supplying reinforcement bars as detailed in PRC 2.9 and measuring and cutting the bars to suit the desired stormwater channel dimensions.



**PRC 5.17 Hot Dipped Galvanising of Reinforcement Bars ..... Unit: kg**

The rate for shall cover the cost of supplying reinforcement delivering the cut reinforcement bars to a suitable hot dip galvanising plant, hot dip galvanising and returning the bars to site.

**PRC 5.18 Installation of Reinforcement Bars ..... Unit: kg**

The rate for shall cover the cost of positioning the hot-dipped galvanising bars at the desired spacing and casting into concrete to suit the stormwater channel.

**C3.10 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****C3.10.1 APPLICABLE SPECIFICATIONS**

The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and the Construction Regulations, 2014 as amended. In addition, the Contractor shall comply with the Employer's Health and Safety Specification.

The following site-specific specifications shall apply:

Annexure C1	:	Site Specific Health & Safety Specification
Annexure C2	:	Site Specific Baseline Risk Assessment

**C3.10.2 GENERAL PROVISIONS**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.
- (iii) The Contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.
- (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.
- (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.
- (vi) The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act acquaint himself with the requirements of the Employer's Health and Safety Specification, and prepare a suitably and sufficiently documented health and safety plan as contemplated the Construction Regulations 2014 for approval by the Employer or his assigned agent. The Contractor shall always be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.
- (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the

Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

- (viii) The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Volume 1 and 2, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification.
- (ix) The Contractor shall always ensure that his operations do not endanger any member of the public.

### **C3.10.3 PROTECTION OF THE PUBLIC**

The Contractor shall always ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

### **C3.10.4 BARRICADES AND LIGHTING**

The Contractor shall comply with the Occupational Health and Safety Act (1993), the Construction Regulations and the Employers Health and Safety specification provided in the Appendix.

### **C3.10.5 TRAFFIC CONTROL ON ROADS**

Refer to PSA5.10.

### **C3.10.6 MEASURES AGAINST DISEASE AND EPIDEMICS**

Refer to C3.4 and the Construction Regulations for sanitary requirements.

### **C3.10.7 AIDS AWARENESS**

Refer to the Health and Safety Specifications

**C3.11 ENVIRONMENTAL MANAGEMENT REQUIREMENTS AND PROCEDURES****C3.11.1 APPLICABLE SPECIFICATIONS**

Refer to Annexure D for the specific Environmental Management Procedures

**C3.11.2 FIRES AND BURNING OF VEGETATION**

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority, and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

**C3.11.3 PRESERVATION OF FLORA AND FAUNA AND SOIL CONSERVATION**

The Contractor shall:

1. take all precautions to prevent the erosion of soils and/or loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
2. refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
3. take care to cause the minimum of disturbance to the fauna and flora.
4. erect temporary fences on the servitude lines during the construction period to prevent loss of fauna. The fences shall be removed as soon as construction and testing are complete.
5. take precautions to keep the risk of fire to a minimum,
6. arrange that timber for firewood be obtained only from such places as may be approved by the Engineer;
7. take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of the camp or the Works or the taking of fish from any water ; and
8. prohibit all firearms from the site and temporary camps.

**C3.11.4 INDIGENOUS FOREST**

It is the contractor's responsibility to determine if there are any protected plant or animal species, or which might have a high commercial value. These shall not be damaged in any way. Trees with a girth exceeding 500mm shall not be removed. The Engineer is to be notified if there are any problems in this regard.

**C4 SITE INFORMATION****C4.1 SCOPE**

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender and to decide upon his method of working and programming. Only actual information about the physical conditions on the site and its surroundings has been included in this section, and the interpretation thereof is the responsibility of the Tenderer.

For the purposes of this Contract, the Contractor will be deemed to have carried out his own investigations at tender stage, and fully acquainted himself with the site conditions, whether such investigations have been carried out or not.

**C4.2 GEOTECHNICAL INVESTIGATION**

The Contractor will be held to have satisfied himself as to the subsurface conditions to be encountered and to have allowed accordingly in his tendered rates for the fence.

**C4.3 EXISTING SERVICES**

There are several existing services, such as Telkom, water supply lines, overhead and underground power cables and other private data services. The exact location of these services is unknown.

Arrangements will have to be made with service providers regarding the existing Telecommunication services on top of the water tower to be temporarily removed or turned off in order to allow for a safe working space.

**C5 ANNEXURES**

Annexure A	Locality Plan
Annexure B	Contract Name Board
Annexure C	1. Site Specific Baseline Risk Assessment 2. Site-Specific Health and Safety Specification
Annexure D	Environmental Management Procedures

# **ANNEXURE A**

## **LOCALITY PLAN**

**ANNEXURE B**

**CONTRACT NAME BOARD**



## **ANNEXURE C**

### **C1. SITE SPECIFIC BASELINE RISK ASSESSMENT**

### **C2. SITE-SPECIFIC HEALTH AND SAFETY SPECIFICATION**

**ANNEXURE D**

**ENVIRONMENTAL MANAGEMENT PROCEDURES**