



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

TENDER No: CPT1002/25

REFERENCE No: 6527/5981/5/6

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NAME OF TENDERER:

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VOLUME 1: TENDERING PROCEDURES

T1.1	Notice and Invitation to Tender	PA-04 (EC)
T1.2	Tender Data	DPW-03 (EC)



public works
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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

VOLUME 1: TENDERING PROCEDURES



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REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Sub-Heading:	Form no.:
Notice and Invitation to Tender	PA-04 (EC)

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS INCLUDING REPAIR OF THE DAM WALL
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Tender no:	CPT1002/25	Reference no:	6527/5981/5/6
Advertising date:	29/08/2025	Closing date:	19/09/2025
Closing time:	11h00	Validity period:	12 Weeks (84) Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 CE** or **5 CE*** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not Applicable PE*** or **Not Applicable PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. Due to the nature of the project it is imperative that the bidders must attend the bid clarification meeting in order to have an understanding of what is required of this bid.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

15	<input type="checkbox"/>	
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4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

- 4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:

☒ **5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. <p>and</p>

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

			<ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address Room 941, 9th Floor, Customs House Building, Foreshore, Cape Town. A non-refundable bid deposit of R 300.00 is payable (card facility or cash) on collection of the bid documents.

10. SITE INSPECTION MEETING

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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A pre-tender site inspection meeting will **be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue:	Department of Agriculture, Forestry and Fisheries, Stellenbosch (33°56'58" S, 18°50'12"E)		
Virtual meeting link:	N/A		
Date:	09/09/2025	Starting time:	11h00

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Andre Geldenhuys	Telephone no:	021 402 2330
Cellular phone no	+27 82 929 5259	Fax no:	N/A
E-mail	Andre.Geldenhuys@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Sikhonathi Skenjana	Telephone no:	21 402 2051
Cellular phone no	N/A	Fax no:	N/A
E-mail	sikhonathi.skenjana@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag N/A N/A</p> <p>Attention: Procurement section: N/A</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Main Entrance Customs House Building Lower Heerengracht Street, Foreshore Cape Town</p>
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public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

T1.2 TENDER DATA

Sub-Heading:	Form no.:
Tender Data	DPW-03 (EC)

DPW-03 (EC): TENDER DATA

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS INCLUDING REPAIR OF THE DAM WALL
Reference no:	6527/5981/5/6

Tender / Quotation no:	CPT1002/25	Closing date:	19/09/2025
Closing time:	11h00	Validity period:	12 Weeks (84 Calendar days)

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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C.1.4	The Employer's agent is:
Name:	Jacques du Plessis
Capacity:	Private Project Manager
Address:	No 4 Howard Complex, Howard Hamlet, University Drive, Pinelands, 7405
Tel:	+27 83 270 6753
Fax:	N/A
E-mail:	jacques@nde2030.com
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ul style="list-style-type: none"> a) contractors who have 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 5 CE or 5 CE** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 5 CE or 5 CE** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 5 CE or 5 CE** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Not applicable</p>

			<ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 2

Seri al No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted b bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>	
	OR				
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

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3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

E.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

C.2.7

For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
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 as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Main Entrance, Ground Floor, Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

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C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.



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REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

VOLUME 2: RETURNABLE DOCUMENTS



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REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

T2.1 LIST OF RETURNABLE DOCUMENTS

Sub-Heading:	Form no.:
List of Returnable Documents	PA-09 (EC)

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS INCLUDING REPAIR OF THE DAM WALL		
Tender / Quotation no:	CPT1002/25	Reference no:	6527/5981/5/6
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	N/A	N/A
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	N/A
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .	N/A	N/A
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (PA-16)	10	Yes
Performance report for Tenders from Client or Consultant	1	Yes

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no:

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .	as applicable in Tender document	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	7	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	N/A Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	17 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no:

Tender document name	Number of pages issued	Returnable document
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

T2.2 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Doc Ref	Sub-Heading:	Form no
T2.2.1	Declaration of Interest and Bidder's Past Supply Chain Management Practices	PA-11
T2.2.2	Resolution of Board of Directors	PA-15.1
T2.2.3	Resolution of Board of Directors to enter into Consortia or Joint Ventures	PA-15.2
T2.2.4	Special Resolution of Consortia or Joint Ventures	PA-15.3
T2.2.5	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	PA-16
T2.2.6	Particulars of Tender's Projects	DPW-09 (EC)
T2.2.7	Site Inspection Meeting Certificate	DPW-16 (EC)



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

T2.2 RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Sub-Heading:	Form no.:
Declaration of Designated Groups of Preferential Procurement	PA-40
Record of Addenda to tender documents	DPW-21 (EC)
Schedule of Proposed Subcontractors	DPW-15 (EC)
Particulars of Contractor	DPW-22 (EC)



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.1 BIDDER'S DISCLOSURE

PA-11

(3 PAGES)

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.2 RESOLUTION OF BOARD OF DIRECTORS

PA15-1

(2 PAGES)

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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PA-15.1: Resolution of Board of Directors

17			
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20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.3 RESOLUTION CONSORTIA OR JV

PA15-2

(2 PAGES)

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____
be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by *all* the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



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T2 RETUNABLE DOCUMENTS

T2.2.4 SPECIAL RESOLUTION CONSORTIA OR JV

PA15-3

(3 PAGES)

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)
on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.5 PREFERENCE POINTS CLAIM FORM

PA-16

(10 PAGES)

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

☐ **1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			<p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☒

1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p>

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

<input type="checkbox"/>	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																
	<p><u>1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.</u></p> <p>NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.</p> <p><u>Table 3</u></p> <table border="1"> <thead> <tr> <th>Serial No</th> <th>Specific Goals</th> <th>Preference Points Allocated out of 10</th> <th>Documentation to be submitted by bidders to validate their claim</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)</td> <td>4</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> <tr> <td>2.</td> <td>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)</td> <td>2</td> <td> <ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. </td> </tr> <tr> <td>3.</td> <td>An EME or QSE or any entity which is at least 51%</td> <td>2</td> <td> <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. </td> </tr> </tbody> </table>				Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 	3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim																
	1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. 																	
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. 																	

		owned by black women (mandatory)		
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	OR			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = 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 1,2 and 3 above 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 4: 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)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or .	2	2		

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)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

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.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



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Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.6 PARTICULARS OF TENDERER'S PROJECTS

DPW-09

(3 PAGES)

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	STELLENBOSCH QUARANTINE STATION - REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL		
Tender / quotation no:	CPT1002/25	Closing date:	19/09/2025
Advertising date:	29/08/2025	Validity period:	12 weeks – 84 calendar days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date



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**STELLENBOSCH QUARANTINE STATION
REHABILITATION OF TWO IRRIGATION DAMS,
INCLUDING REPAIR OF DAM WALL**

T2 RETUNABLE DOCUMENTS

T2.2.7 SITE INSPECTION MEETING CERTIFICATE

DPW-16

(1 PAGE)

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL		
Tender / Quotation no:	CPT1002/25	Reference no:	6527/5981/5/6
Closing date:	19/09/2025		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on:

_____ (date)

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.8 DESIGNATED GROUPS

PA-40

(2 PAGES)

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPT1002/25

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: CPT1002/25

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.9 RECORD OF ADDENDA

DPW-21

(1 PAGE)

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	STELLENBOSH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL		
Tender no:	CPT1002/25	Reference no:	6527/5981/5/6

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.10 SCHEDULE OF PROPOSED SUBCONTRACTORS

DPW-15 (EC)

(1 PAGE)

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL		
Tender no:	CPT1002/25	Reference no:	6529/5981/5/6

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--



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STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

T2 RETUNABLE DOCUMENTS

T2.2.11 PARTICULARS OF CONTRACTOR

DPW-22 (EC)

(1 PAGE)

DPW-22 (EC): PARTICULARS OF CONTRACTOR

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL		
Tender no:	CPT1002/25	Reference no:	6529/5981/5/6

Name of Contractor:	
Address:	
Contractor registration number at CIDB	

Name of Tenderer	Signature	Date



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

VOLUME 3: CONTRACT



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

PART C1: AGREEMENT AND CONTRACT DATA



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REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C1.1 FORM OF OFFER AND ACCEPTANCE

Sub-Heading:	Form no.:
Form of Offer and Acceptance	DPW-07 (EC)

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL		
Tender / Quotation no:	CPT1002/25	Reference no:	6527/5981/5/6

OFFER

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

Stellenbosch Quarantine Station: Rehabilitation of Two Irrigation Dams, including repair of dam wall.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES ("All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) **IS:**

Rand (in figures) R

Rand (in words).....

.....

.....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: CPT1002/25

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents ☐
- The official alternative ☐
- Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- | | |
|--|--|
| (1) cash deposit of 10 % of the Contract Sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes <input type="checkbox"/> No <input type="checkbox"/> |

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: CPT1002/25

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

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 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

For Internal & External Use

Effective date 5 July 2022

Page 3 of 4
Version 2022/04

Tender / Quotation no: CPT1002/25

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C1.2 CONTRACT DATA

Sub-Heading:	Form no.:
Contract Data	DPW-05 (EC)



DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL			
Tender no:	CPT1002/25	WCS no:		Reference no: 6529/5981/5/6

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
Draining and cleaning the dams, site clearance, repairing the dam walls, installing riprap, replacing missing pumps and related mechanical works, new rising pipeline and securing pump building.	

Tender / Quotation no: CPT1002/25

A 2.0 Site [1.1.1.29]

Erf / stand number	Farm Vredenburg 283, Department of Agriculture, Forestry and Fisheries, Stellenbosch
Site address	Adam Tas Road
Township / Suburb	Stellenbosch
City / Town	Stellenbosch
Province	Western Cape
Local authority	Stellenbosch Municipality
GPS Coordinates	33°56'58" S, 18°50'12"E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Andre Geldenhuys	Telephone	+27 21 402 2330
Postal address	Private Bag X9027, Cape Town, 8001		
Physical address	Customs House Building, Lower Heerengracht Street, Foreshore, Cape Town, 8000		

A 3.2 Employer's Representative:

Name	ELEMENT2030	Telephone number	0832706753
E-mail	jacques@nde2030.com	Mobile number	0832706753
Postal address	P O Box 79 Goodwood 7459		
Physical address	University Drive Howard Place Pinelands 7405		

Tender / Quotation no:

A 4.0	Employers Agent/s		
A 4.1	Principal Agent [1.1.1.16]	Discipline	Civil

Name	ELEMENT2030 (Pty) Ltd		
Legal entity of above	ELEMENT2030 (Pty) Ltd	Contact person	Jacques du Plessis
Practice number	CESA 1172	Telephone number	
Country	South Africa	Mobile number	083 270 6753
E-mail	jacques@nde2030.com		
Postal address	P O Box 79 Goodwood 7459		
Physical address	University Drive Howard Place Pinelands 7405		

A 4.2	Agent [1.1.1.16]	Discipline	NA
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

A 4.3	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

Tender / Quotation no:

A 4.4	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

A 4.5	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

A 4.6	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

Tender / Quotation no:

A 4.7	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

A 4.8	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

A 4.9	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	NA NA NA NA		
Physical address	NA NA NA NA		

Tender / Quotation no:

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	SANS 1200
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B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works [1.3.2]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand
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B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	N/A
Drawings issued with the tender	12
Bills of Quantities issued with the tender	17
Addenda as issued during tender stage, if applicable	

Tender / Quotation no:

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

Principal Agent
ELEMENT2030

Principal agent's and agents' interest or involvement in the works other than a professional interest

N/A

B 6.0 Insurances [8.6]

Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).
Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R 2 000 000	Applicable

Tender / Quotation no:

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R 500 000	Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description: Normal operations of the Employer will continue during the construction period.	
Restriction of working hours [5.8]	Applicable
If applicable, description: Public holidays, Sundays and Saturdays (unless pre-approved by Employer)	
Natural features and known services to be preserved by the contractor [4.7]	Applicable
If applicable, description: Existing services to be preserved.	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Applicable
If applicable, description: The Contractor shall only occupy the site area's that will be dedicated to him for the execution of The Works.	

Tender / Quotation no:



Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

B 8.0 Subcontractors [4.4]

Applicable	If applicable, description of specialisation
Specialisation 1	Mechanical works: pumps, valves, filter sets and pipe installation in pump stations
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

Tender / Quotation no:

The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	Not Applicable
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	12 months
Period to achieve Completion [5.14.4]	12 months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12
Total Contract Period	24 months

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	11 months
Notification period for inspection in working days by the principal agent.	14 DAYS
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 205.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 2 050.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 615.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 307.50

Tender / Quotation no:

B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					N/A	
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:					R	
The penalty amount per day for failing to complete section 2 of the Works is:					R	
The penalty amount per day for failing to complete section 3 of the Works is:					R	
The penalty amount per day for failing to complete section 4 of the Works is:					R	
The penalty amount per day for failing to complete section 5 of the Works is:					R	
The penalty amount per day for failing to complete section 6 of the Works is:					R	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R	
Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of the Works , excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of the Works , excluding VAT						

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Completion of commissioning tests prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All areas excavated made good and rubble removed



Tender / Quotation no:

13.4	Training on electrical and mechanical installations of pump stations
13.5	Maintenance / operating manuals
13.6	
13.7	
13.8	
13.9	
13.10	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil works (including pipe-line and dam wall)
14.2	Mechanical equipment (pumps including filter banks, valves and switchgear)
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	



Tender / Quotation no:

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	20 TH OF EACH MONTH
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

Tender / Quotation no:

B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.9	Add to Clause 1.1.1.9 the following: "If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer."
1.1.1.13	Amend Clause 1.1.1.13 as follows: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months . The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.14	Amend Clause 1.1.1.14 as follows: "Due Completion Date" means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]
1.1.1.16	The name of the Employer's Representative: Refer to A 3.2 [CD]
1.1.1.17	The name of the Employer's Agent: Refer to A 4.0 and B 5.0 [CD]

Tender / Quotation no:

1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form of Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

Tender / Quotation no:

1.3.5	<p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
1.3.7	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>Add to Clause 3.2.3 the following:</p> <ul style="list-style-type: none"> 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: <ul style="list-style-type: none"> (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	<p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>INDICATIVE APPROVED CONSTRUCTION PROGRAM WITH CASHFLOW</i> • A approved organogram with key personnel and contact persons with responsibility on the project • An approve project initiation/establishment programs
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Normal operations of the Employer will continue during the construction period and has access to the Site.

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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.



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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: 5 years</p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are:</p> <p>a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are:</p> <p>a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is Cape Town. (Select urban area from Statistical News Release, P0141, Table A)</p> <p>The applicable industry for the Construction Material Price Index for materials / plant is NOT APPLICABLE. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</p> <p>The area for the Producer Price Index for fuel is Cape Town. (Select the area from Statistical News Release, P0142.1, Table 1.)</p> <p>The base month is NOT APPLICABLE . (The month prior to the closing of the tender.)</p>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u> , 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u> , the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u> , the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.

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6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.
7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	<p>Amend Clause 8.6.1.3 as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.4	Not applicable to this Contract.
8.6.6	<p>Replace Clause 8.6.6 with the following:</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p>
8.6.7	<p>Replace Clause 8.6.7 with the following:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Add new Clause 8.6.8.</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or</p>

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	<p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;necessary changes"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p>
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<p>Add new Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>
9.2.4	<p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p>

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9.3.2.2	<p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p>
9.3.2.3	Not applicable to this Contract.
9.3.3	<p>Add the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p>
10.1.3.1	<p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	<p>Add new Clause 10.1.6:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

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10.2.2	<p>Replace Clause 10.2.2 with the following:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p>
10.2.3	Ref clause 3.2.3.
10.3.2	<p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p>
10.3.3	<p>Replace Clause 10.3.3 with the following::</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p>
10.4.2	<p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p>
10.4.4	<p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p>
10.5	<p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p>
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	<p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p>

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

Tender / Quotation no:

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

Tender / Quotation no:

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Tender / Quotation no:

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>



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REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C1.3 FORM OF GUARANTEE

Sub-Heading:	Form no.:
Form of Guarantee	DPW-10.2 (EC)

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE (GCC 3rd Edition: 2015)

Contract/Tender No: CPT1002/25 _____

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Department of Public Works and Infrastructure
Private Bag X9027
Cape Town
8000

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT INTERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: _____, for the **Stellenbosch Quarantine Station: Rehabilitation of Two Irrigation Dams, including repair of Dam Wall** (hereinafter referred to as the "**contract**") for the sum of R _____, (**amount in words:** _____), (hereinafter referred to as the "**contract sum**").
I / We, _____
in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____ (**insert amount**), (**amount in words:** _____) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;

or

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

PART C2: PRICING DATA



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STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C2.1 PRICING ASSUMPTIONS

Sub-Heading:	Form no.:
Pricing Assumptions	Form PG-02.1 (EC)

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	STELLENBOSCH PLANT HEALTH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS		
Tender / Quotation no:	CPT1002/25	Reference no:	6527/5981/5/6

C2.1 Pricing Assumptions

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

C2.1.5 PRICING OF THE BILL OF QUANTITIES

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. 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. Market related 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. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages MUST be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.6 VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.7 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.8 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.9 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.10 UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass

C2.1.11 TRADE NAMES

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

C2.1.12 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.13 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.14 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *NOT APPLICABLE* to this project.

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is *NOT APPLICABLE* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is *NOT APPLICABLE* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *NOT APPLICABLE* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. The Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development Contract Participation Goal is *NOT APPLICABLE* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is *NOT APPLICABLE* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: The notional cost of providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

Example: Training Target Calculation for a R65,7m GB contract

Contract amount R65 700 000
Contract duration 12 Months
CSDG 0,50%
Minimum CSDG target $0,50\% \times R65\,700\,000 = R328\,500$ (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
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Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is **NOT APPLICABLE** to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is **NOT APPLICABLE** to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C2.2 BILL OF QUANTITIES

Sub-Heading:	Form no.:
Bill of Quantities & Final Summary	

BILL OF QUANTITIES					TENDER RATES	
SECTION A: PRELIMINARY AND GENERAL					RATE	AMOUNT R
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY		
		SECTION A: PRELIMINARY AND GENERAL				
A.1	SANS 1200 A 8.3	FIXED-CHARGE ITEMS				
A.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2.1	Facilities for Engineer (SANS 1200 AB)				
A.1.2		a) Name boards	No	1		
	8.3.2.2	Facilities for Contractor				
A.1.3		a) Offices and storage shed	Sum	1		
A.1.4		b) Workshop	Sum	1		
A.1.5		c) Laboratories	Sum	1		
A.1.6	PS-7.4	d) Living accommodation and latrine facilities	Sum	1		
A.1.7	PS-7.2	e) Ablution	Sum	1		
A.1.8		f) Tools and equipment	Sum	1		
A.1.9	PS-7.1	g) Water supplies, electrical power and communication facilities	Sum	1		
A.1.10		h) Dealing with water	Sum	1		
A.1.11		i) Access	Sum	1		
A.1.12		j) Plant	Sum	1		
A.1.13	8.3.3	Other fixed-charge obligations(Specify)	Sum	1		
A.1.14	8.3.4	Removal of site establishment on completion of works	Sum	1		
A.1.15	PS-10 and C3.7	Compliance with The Occupational Health and Safety Act and Construction Regulations and Specifications	Sum	1		
A.1.16	PS-5.2 and C3.5.3	Compliance with the Environmental Management Plan	Sum	1		
A.1.17		Manuals and operating procedures of pump stations	Sum	1		
TOTAL CARRIED FORWARD						

BILL OF QUANTITIES					TENDER RATES	
SECTION A: PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual requirements	Sum	1		
	8.4.2.1	Facilities for Engineer (SANS 1200 AB)				
A.2.2		a) Name boards	No	2		
	8.4.2.2	Facilities for Contractor for duration of Contract				
A.2.3		a) Offices and storage shed	Sum	1		
A.2.4		b) Workshop	Sum	1		
A.2.5		c) Laboratories	Sum	1		
A.2.6	PS-7.4	d) Living accommodation and latrine facilities	Sum	1		
A.2.7	PS-7.2	e) Ablution	Sum	1		
A.2.8		f) Tools and equipment	Sum	1		
A.2.9	PS-7.1	g) Water supplies, electrical power and communication facilities	Sum	1		
A.2.10		h) Dealing with water	Sum	1		
A.2.11		i) Access	Sum	1		
A.2.12		j) Plant	Sum	1		
A.2.13	8.4.5	Other time-related obligations (Specify)	Sum	1		
A.2.14	8.4.3	Supervision	Sum	1		
A.2.15	8.4.4	Company and Head office overhead costs	Sum	1		
A.2.16	PS-10 and C3.7	Compliance with The Occupational Health and Safety Act and Construction Regulations and Specifications	Sum	1		
A.2.17	PS-5.2 and C3.5.3	Compliance with the Environmental Management Plan	Sum	1		
A.2.18	PS-10.1	Allowance for Health & Safety audit by H&S agent	Sum	1		
A.2.19	PS-10.1	Monthly H&S audits and reporting by H&S agent	No	12		
A.2.20	PS-10.1	Close-out report of H&S agent	Sum	1		
TOTAL CARRIED FORWARD						

BILL OF QUANTITIES					TENDER RATES	
SECTION A: PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
A.3	8.7	DAYWORK				
A.3.1		Trench excavator with minimum capability of 75 kW Manufacturer:..... Model:.....	h	1		R/O
A.3.2		Front end Loader with minimum capability of 60 kW Manufacturer:..... Model:.....	h	1		R/O
A.3.3		Digger-loader with minimum capability of 50 kW Manufacturer:..... Model:.....	h	1		R/O
A.3.4		Tip truck with minimum capacity of 6m3 Manufacturer:..... Model:.....	h	1		R/O
A.3.5		Grader with minimum capability of 150kW Manufacturer:..... Model:..... Compactors:	h	1		R/O
A.3.6		Self-propelled single drum vibrating compactor. Minimum mass: 19 t Minimum capability: 97 kW Manufacturer:..... Model:.....	h	1		R/O
A.3.7		Hand controlled double drum vibrating compactor Minimum drum width: 0.39 m Minimum capability: 3.7kW Manufacturer:..... Model:.....	h	1		R/O
TOTAL CARRIED FORWARD TO SUMMARY: SECTION A: PRELIMINARY & GENERAL						

BILL OF QUANTITIES			SECTION B: DAM 1		TENDER RATES	
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.1	SANS 1200 DE	SECTION B: DAM 1 Refer to drawings 1701313/D/001 & -/003 DEWATERING				
B.1.1		Dewatering by means of a mobile pump and discharged into open drainage channel	Sum	1		
B.2		CLEAR AND STRIP SITE				
8.3.1.1		Clear and grub vegetation and remove to a spoilsite identified by Contractor in :				
B.2.1		a) Dam basin	m ²	25775		
B.2.2		b) Basin sloped area	m ²	3920		
B.2.3		c) Dam wall crest	m ²	1890		
B.3		EXCAVATION				
8.3.3		Excavation of material unsuitable for embankment and removed to a spoilsite identified by Contractor:				
B.3.1		a) Silt from dam basin	m ³	12888		
B.3.2	b) Stepped cut-out upstream. See Dwg.no. 1703131/D/003 & 1703131/D/001	m ³	415			
B.3.3.	c) Level dam crest. See Dwg.no. D1703131/D/003 & 1703131/D/001	m ³	25			
B.4	8.3.4	PREPARATION OF SURFACES				
		Compaction to 95% Mod.AASHTO at:				
B.4.1		a) Stepped cut-out in basin	m ²	1655		
B.4.2		b) Level dam crest	m ²	1890		
B.5	PS-4.7	FORMING EMBANKMENTS				
8.3.5		Forming of the embankment with material from commercial sources - including grading certificates				
B.5.1		a) Impervious material in fill for outer/shell, according to attached specifications, on the upstream side compacted to 98% Proctor @ 2% wet of optimum moisture content, in layers not exceeding 200mm	m ³	1820		
B.5.2		b) 200mm G5 material to level dam crest, compacted to 95% Mod.AASHTO	m ³	566		
B.5.3		c) Rip-rap min. size 250mm ø to max. 350mm ø to upstream side. See dwg.no. 1703131/D/001	m ³	245		
TOTAL CARRIED FORWARD						

BILL OF QUANTITIES			SECTION B: DAM 1		TENDER RATES	
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
B.6	8.3.10	GABIONS and RENO mattresses SANS 1200 DK - double twist hexagonal wire mesh RENO mattresses (SANS 1580:2005) supplied, delivered and installed to spillway .				
B.6.1		a) Surface preparation	m ²	30		
B.6.2		b) AG150 geotextile - Continuous polyester filament double needle-punched	m ²	30		
B.6.3		c) Mesh type 60 with 2.2mm, Class A galvanised wire - 3m x 1m x 0.30m units - supplied, delivered and installed to spillway	m ³	8		
B.6.3		c) Rockfill from commercial sources - min. size 100mm ø to max. 150mm ø	m ³	8		
B.7	PS-4.9.1	OUTLET PIPE MECHANISM REFURBISHMENT - REFER TO DRAWING: 1701313-C-002A- DAM 1 OUTLET DETAIL				
B.7.1		a) Supply pipe and sleeve the existing steel outlet pipe with a HDPE with diameter to suit the ID of the steel pipe and seal	m	30		
B.7.2		b) Supply and install an intake mechanism	Sum	1		
B.8	PS-4.9.1, PS-4.9.2	INLET PIPE MECHANISM - REFER TO DRAWING: 1701313-C-001A- DAM 1 & DAM 2 INLET DETAIL				
B.8.1		Supply and install an intake mechanism	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SECTION B: DAM 1						

BILL OF QUANTITIES			SECTION C: DAM 2		TENDER RATES	
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C.1	SANS 1200 DE	SECTION C: DAM 2 Refer to drawings 1701313/D/002 & -/004 DE-WATERING				
C.1.1		Dewatering by means of a mobile pump and discharged into open drainage channel	Sum	1		
C.2		CLEAR AND STRIP SITE				
8.3.1.1		Clear and grub vegetation and remove to a spoilsite identified by Contractor in :				
C.2.1		a) Dam basin	m ²	21740		
C.2.2		b) Basin sloped area	m ²	3920		
C.2.3		c) Dam wall crest	m ²	2630		
C.3		EXCAVATION				
8.3.3		Excavation of material unsuitable for embankment and removed to a spoilsite identified by Contractor:				
C.3.1		a) Silt from dam basin	m ³	10870		
C.3.2	b) Stepped cut-out upstream. See Dwg.no. 1703131/D/004 & 1703131//D/002	m ³	980			
C.3.3.	c) Level dam crest. See Dwg.no. 1703131/D/004 & 1703131//D/002	m ³	5			
C.4	8.3.4	PREPARATION OF SURFACES				
8.3.4		Compaction to 95% Mod.AASHTO at:				
C.4.1		a) Stepped cut-out upstream	m ²	3920		
C.4.2		b) Level dam crest	m ²	2630		
C.5	PS-4.7	FORMING EMBANKMENTS				
8.3.5		Forming of the embankment with material from commercial sources - including grading certificates				
C.5.1		a) Impervious material in fill for outer/shell, according to attached specifications, on the upstream side compacted to 98% Proctor @ 2% wet of optimum moisture content, in layers not exceeding 200mm	m ³	4650		
C.5.2		b) 200mm G5 material to level dam crest, compacted to 95% Mod.AASHTO	m ³	1350		
C.5.3		c) Rip-rap min. size 250mm ø to max. 350mm ø to upstream side. See dwg.no. 1703131/D/00/2	m ³	239		
TOTAL CARRIED FORWARD						

BILL OF QUANTITIES				SECTION C: DAM 2		TENDER RATES	
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	
BROUGHT FORWARD							
C.6	8.3.10	GABIONS and RENO mattresses SANS 1200 DK - double twist hexagonal wire mesh RENO mattresses (SANS 1580:2005) supplied, delivered and installed to spillway .					
C.6.1		a) Surface preparation	m ²	20			
C.6.2		b) AG150 geotextile - Continuous polyester filament double needle-punched	m ²	20			
C.6.3		c) Mesh type 60 with 2.2mm, Class A galvanised wire - 3m x 1m x 0.30m units - supplied, delivered and installed to spillway	m ³	10			
C.6.3		c) Rockfill from commercial sources - min. size 100mm ø to max. 150mm ø	m ³	10			
C.7	PS-4.9.2	INLET PIPE MECHANISM REFURBISHMENT - REFER TO DRAWING: 1701313/C/001A: DAM 1 & DAM 2 INLET DETAIL					
C.7.1		a) Construct dam inlet spliway	Sum	1			
C.8	PS-4.9.2	REPLACE EXISTING 160mm PVC PIPE WITH 160mm HDPE PIPE					
C.8.1		Supply and Install	m	105			
TOTAL CARRIED FORWARD TO SUMMARY: SECTION C: DAM 2							

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SCHEDULE D: PIPELINE						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D.1	SANS 1200 DB	SECTION D : PIPELINE Refer to drawings 1701313/M/001, -/002, -/003 EXCAVATION (PIPE TRENCHES) Trench excavation in all material, backfilling, compacting and removal of surplus material for trenches up to 600 mm wide for single pipes for depths:				
D.1.1	PS-DB 8.3.2(a)	a) 0,00 - 1.00 m	m	30		
D.1.2		b) 1.01 - 1.50 m (1310mm)	m	770		
	PS-DB 8.3.2(b)	Extra over 8.3.2 (a) for excavation in:				
D.1.3		Excavate Hard rock material	m ³	124		
D.1.4	PS-DB 8.3.2(b)	Dispose of Hard Rock material not used to approved dumping site	m ³	63		
D.1.5	PS-DB 8.3.2(d)	Excavate and dispose of unsuitable material from trench bottom	m ³	75		
D.1.6	PS-DB 8.3.2(d)	Excavation by hand to expose existing services	m ³	10		
D.1.7	PS-DB 8.3.2(a)	Removal of surplus excavated material	m ³	44		
D.2		EXISTING SERVICES				
	PS-DB 8.3.5(a)	Services that intersect a trench				
D.2.1		a) Water or sewer pipes	No	3		
D.2.2		b) Underground electrical cables	No	4		
D.2.3		c) Overhead electrical cables	No	1		RATE ONLY
D.2.4		d) Fenceline	No	4		
D.2.5		e) Railway Line	Sum	1		
TOTAL CARRIED FORWARD						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES				SCHEDULE D: PIPELINE		TENDER RATES	
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
BROUGHT FORWARD							
D.2.6	PS-DB 8.3.5(b)	Services that adjoin a trench					
		a) Water or sewer pipes	m	28			
D.2.7		b) Electrical cables	m	25			
D.2.8		c) Fenceline	No	38			
D.3	SANS 1200 LB	BEDDING (PIPES)					
		Supply, install and compact bedding to 100% MOD.AASHTO density with material:					
	PS-LB 3.1	from trench excavations:					
D.3.1		a) Bedding	m³	1		RATE ONLY	
D.3.2		b) Blanket	m³	443			
	PS-LB 3.1	from commercial sources:					
D.3.3		a) Bedding	m³	72			
D.3.4		b) Blanket	m³	109			
D.4	SANS 1200 L	MEDIUM PRESSURE PIPELINES					
	L 8.2.1	Supply and lay on Class C bedding, weld joint and test the following HDPE CLASS 10 pipes:					
D.4.1		a) 110 mm dia HDPE Class 10	m	100		RATE ONLY	
D.4.2		b) 160 mm dia HDPE Class 10	m	800			
TOTAL CARRIED FORWARD							

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SCHEDULE D: PIPELINE						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
D.5		RAILWAY SERVITUDE CROSSING OF PIPELINE				
		Refer to drawings 1701313/M/003-SHT1 & -/003 SHT2				
D.5.1	PS-DB 8.3.2(a)	<i>Trench excavation in all material, backfilling, compacting and removal of surplus material for trenches up to 1200mm wide for single pipe for depths INSIDE RAILWAY SERVITUDE:</i>				
D.5.1.1		a) 1700mm	m	6		
D.5.1.2		b) 2050mm	m	15		
D.5.2	SANS 1200 LB	Supply, install and compact bedding to 100% MOD.AASHTO density with material:				
		(RAILWAY SERVITUDE CROSSING)				
D.5.2.1		a) Bedding from commercial sources (100mm)	m ³	3		
D.5.2.2		b) Blanket from commercial sources (150mm cover over pipe)	m ³	12		
D.5.2.3		c) Blanket from trench excavations	m ³	39		
D.5.3	PS-L 8.2.1	HDPE Sleeve (250mm dia) Class 6 for crossing of railway servitude				
		(RAILWAY SERVITUDE CROSSING)				
D.5.3.1		a) Supply, weld joint and test 250mm dia HDPE CLASS 6 pipe	m	25		
D.5.3.2		b) Lay on Class C bedding, weld joint and test 250mm dia HDPE CLASS 6 pipe	m	17		
D.5.4		THRUST BORING				
		(RAILWAY SERVITUDE CROSSING)				
D.5.4.1		Thrust boring site establishment	Sum	1		
D.5.4.2		Thrust boring site preparation	Sum	1		
D.5.4.3		Thrust boring Health & Safety plan and requirements	Sum	1		
D.5.4.4		Thrust boring method statement and workplan according PRASA requirements	Sum	1		
D.5.4.5		Thrust boring underneath railway line for installation of 250mm dia HDPE pipe (8m long)	Sum	1		
D.5.4.6		Mechanical installation of 250mm dia HDPE pipe underneath railway line (8m long)	Sum	1		
TOTAL CARRIED FORWARD						

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SCHEDULE D: PIPELINE						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
D.5.5		PROTECTION OF 250mm dia PIPE IN RAILWAY SERVITUDE				
		Refer to drawings 1701313/M/003-SHT1 & -/003 SHT2				
D.5.5.1		Supply and installation of vibracrete concrete slabs above excavated pipe section up to 1m outside servitude boundary (slab dimensions: 1444 x 300 x 40mm)	No	24		
D.5.5.2		Supply and installation of warning tape (2 x300mm wide)	m	32		
D.6		MARKERS & OTHER WORK				
D.6.1	PS-4.11.3	Supply and install pipeline concrete markers	No	15		
TOTAL CARRIED FORWARD TO SUMMARY: SECTION D: PIPELINE						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SCHEDULE E: TRANSFER PUMP STATION						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
E.1	PS-4.11.1	SECTION E: TRANSFER PUMP STATION ALTERATIONS TO TRANSFER PUMP STATION BUILDING Refer to drawing 1701313/S/002 Supply and install items				
E.1.1		a) Builder's work (posts & roofing)	Sum	1		
E.1.2		b) Vandal proof panels to secure valves and filters (Securifor 358 single skin (or equivalent) green VINYL coated, with posts to fix panels and secure gate)	Sum	1		
E.1.3		c) re-instatement of electrical supply	Sum	1		
E.1.4		d) Builder's work to re-instate pump house gate, including installatio of Securufor 358 (or equivalent) green VINYL coated gate	Sum	1		
E.1.5		e) Paint and make neat of building	Sum	1		
E.1.6		f) Builder's work to mount and fix pump-set onto existing concrete plinth	Sum	1		
E.2		NEW TRANSFER PUMP-SET PUMP-KSB Etanorm 100-80-250 2-pole 415V or equivalent Refer to drawing 1701313/M/005 Supply and install new pumpset complete				
E.2.1		a) Pumpset, complete with 2-pole electric motor	No	1		
E.2.2		b) Pump control panel	No	1		
E.2.3		c) Electrical cabling between electric motor and MCB	Sum	1		
E.2.4		d) Electrical cabling between MCB and main electrical DB	Sum	1		
TOTAL CARRIED FORWARD						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SCHEDULE E: TRANSFER PUMP STATION						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
E.2.5		VALVES & PIPE CONNECTIONS Refer to drawing 1701313/M/005 Supply and install valves & pipe connections complete				
E.2.5.1		a) Manual gate valves (flanged, complete with gasket, galvanised bolts, nuts and washers)	No	3		
E.2.5.2	reducer coupling	b) Flanged galvanised steel pipe connections (from flanged supply pipe to pump inlet) complete with gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
E.2.5.3	reducer coupling	c) Flanged galvanised steel pipe connections (from pump outlet to inlet of filter bank) complete with gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
E.2.5.4		d) Flanged galvanised steel pipe connection to DHPE pipe (from filter outlet to inlet of transfer pipeline) complete with transitional joint from galvanised steel pipe to HDPE, gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
E.3		FILTER SET Supply and install complete	Sum	1		
E.3.1		200 micron filters for 63cub m / h flow at 10 bar	Sum	1		
E.3.2		Backwash control panel and valves backwash pipe (10m) and connection	Sum	1		
E.3.3		Testing & commissioning of filter set	Sum	1		
E.4		TESTING & COMMISSIONING				
E.4.1		Testing & Commissioning of pump-sets & installation	Sum	1		
E.4.2		Supply operating & maintenance manuals (3 x hard copies & 1 x electronic on flash drive)	Sum	1		
E.4.3		As-built drawings of pump station installation	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SECTION E: TRANSFER PUMP STATION						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SECTION F: IRRIGATION PUMP STATION						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
F.1	PS-4.11.2	SECTION F: IRRIGATION PUMP STATION ALTERATIONS TO IRRIGATION PUMP STATION BUILDING Refer to drawing 1701313/S/001 Supply and install items				
F.1.1		a) Builder's work (posts & roofing)	Sum	1		
F.1.2		b) Vandal proof panels to secure valves and filters (Securifor 358 single skin (or equivalent) green VINYL coated, with posts to fix panels and	Sum	1		
F.1.3		c) re-instatement of electrical supply	Sum	1		
F.1.4		d) Builder's work to re-instate pump house gate, including installatio of Securufor 358 (or equivalent) green VINYL coated gate	Sum	1		
F.1.5		e) Paint and make neat of building	Sum	1		
F.1.6		f) Builder's work to mount and fix pump-set onto existing concrete plinth	Sum	1		
F.2		NEW IRRIGATION PUMP-SET PUMP-KSB Etanorm 80-65-250 2-pole 415V or equivalent Refer to drawing 1701313/M/004 Supply and install new pumpset complete				
F.2.1		a) pumpset, complete with 2-pole electric motor	No	1		
F.2.2		b) Pump control panel	No	1		
F.2.3		c) Electrical cabling between electric motor and	Sum	1		
F.2.4		d) Electrical cabling between MCB and main	Sum	1		
TOTAL CARRIED FORWARD						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SECTION F: IRRIGATION PUMP STATION						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
F.2.5		VALVES & PIPE CONNECTIONS Refer to drawing 1701313/M/004 Supply and install valves & pipe connections				
F.2.5.1		a) Manual gate valves (flanged, complete with gasket, galvanised bolts, nuts and washers)	No	2		
F.2.5.2	reducer coupling	b) Flanged galvanised steel pipe connections (from flanged supply pipe to pump inlet) complete with gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
F.2.5.3	reducer coupling	c) Flanged galvanised steel pipe connections (from pump outlet to inlet of filter bank) complete with gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
F.2.5.4		d) Flanged galvanised steel pipe connection to DHPE pipe (from filter outlet to inlet of transfer pipeline) complete with transitional joint from galvanised steel pipe to HDPE, gaskets, galvanised bolts, nuts and washers (including in-line manual gate valve installation)	Sum	1		
F.3		FILTER SET Supply and install complete	Sum	1		
F.3.1		200 micron filters for 63cub m / h flow at 10 bar	Sum	1		
F.3.2		Backwash control panel and valves backwash pipe (10m) and connection	Sum	1		
F.3.3		Testing & commissioning of filter set	Sum	1		
F.4		TESTING & COMMISSIONING				
F.4.1		Testing & Commissioning of pump-sets &	Sum	1		
F.4.2		Supply operating & maintenance manuals (3 x hard copies & 1 x electronic on flash drive)	Sum	1		
F.4.3		As-built drawings of pump station installation	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SECTION F: IRRIGATION PUMP STATION						

DWPI-TENDER \ Part C2: Pricing Data

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES					TENDER RATES	
SECTION G: GENERAL						
ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
G.1		<u>SECTION G: GENERAL</u>				
		REPAIR OF INCIDENTAL DAMAGE				
G.1.1		Allow for the repair of incidental damage	Sum	1		
G.2		CLEARING AND TIDYING OF SITE				
G.2.1		Allow for the clearing and tidying of the Site	Sum	1		
G.3		LABELLING				
G.3.1		Allow for labeling of all electrical and equipment infrastructure	Sum	1		
G.4.4	PS-5.1.5	RECORD DRAWINGS				
G.4.4.1		Allow for marking up of record drawings to reflect the as-built-conditions	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY: SECTION G: GENERAL						

DPWI-REF: 6527/5981/5/6

STELLENBOSCH QUARANTINE STATION

REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

BILL OF QUANTITIES		TENDER AMOUNTS
SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	
A	PRELIMINARY AND GENERAL	
B	DAM 1	
C	DAM 2	
D	PIPELINE	
E	TRANSFER PUMP STATION	
F	IRRIGATION PUMP STATION	
G	GENERAL	
TOTAL TO BE CARRIED FORWARD TO SECTION C1.1: FORM OF OFFER - DPW-07 (EC)		

DWPI-TENDER \ Part C2: Pricing Data



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL

C3: SCOPE OF WORK

Sub-Heading:	Form no.:
Scope of Work & Specifications	Project specific. PG-01.1 (EC)
HIV/AIDS Specification and Schedules	Standard PW 1544 Specification and Schedules
Occupational Health & Safety Specification	
Standard EPWP Specification	

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL		
Tender no:	CPT1002/25	Reference no:	6527/5981/5/6

C3. Scope of Works

C3.1 SCOPE OF WORKS (CONTENTS):

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PART B: AMENDMENTS TO STANDARD & PARTICULAR SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

C3.4 STANDARD SPECIFICATIONS

C3.5 PROJECT SPECIFICATIONS

C3.6 STANDARD MINIMUM REQUIREMENTS

C3.7 PRE-CONSTRUCTION HEALTH & SAFETY SPECIFICATION

C3.8 EXPANDED PUBLIC WORKS SPECIFICATION (EPWP)

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS-1 PROJECT DESCRIPTION

PS-2 DESCRIPTION OF SITE AND ACCESS

PS-3 NATURE OF SOIL AND SUB-SURFACE CONDITIONS

PS-4 DETAILS OF CONTRACT

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-6 CONSTRUCTION PROGRAMME

PS-7 SITE FACILITIES AVAILABLE

PS-8 SITE FACILITIES REQUIRED

PS-9 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-10 OCCUPATIONAL HEALTH AND SAFETY

PS-11 ADVERSE WEATHER CONDITIONS

B: AMENDMENTS TO THE STANDARD & PARTICULAR SPECIFICATIONS

This Section includes the amendments to the Standard and Particular Specifications (Paragraph C3.5.2.).

C3.3 PARTICULAR SPECIFICATIONS

The Particular Specifications include the Environmental Specifications and Health & Safety Specifications (Paragraph C3.5.3).

C3.4 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

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

- AD: GENERAL (SMALL DAMS)
- C: SITE CLEARANCE
- D: EARTHWORKS
- DB: EARTHWORKS (PIPE TRENCHES)
- DE: SMALL EARTH DAMS
- DK: STONE PITCHING / GABIONS AND RENO MATTRESSES
- G: CONCRETE (STRUCTURAL)
- GA: CONCRETE (SMALL WORKS)
- H: STRUCTURAL STEELWORK
- HC: CORROSION PROTECTION OF STRUCTURAL STEELWORK
- L: MEDIUM PRESSURE PIPE LINES

C3.5 PROJECT SPECIFICATIONS

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

C3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION

The Project entails the rehabilitation of two irrigation dams (see Image 1 below). The work includes draining the dams, site clearance, repairing the dam walls, installing riprap, replacing missing pumps, installing new rising pipeline (see Image 2 below) and securing the pump building.

The Works include the following:

- Site clearance,
- Bulk earth works,
- Gabions and pitching
- Installation of new pumps in existing pump house, pipe couplings / connections, and securing of pump building
- New pipeline between the two pump stations of the dams,



- Installation of electrical fittings and equipment,
- Testing and commissioning.

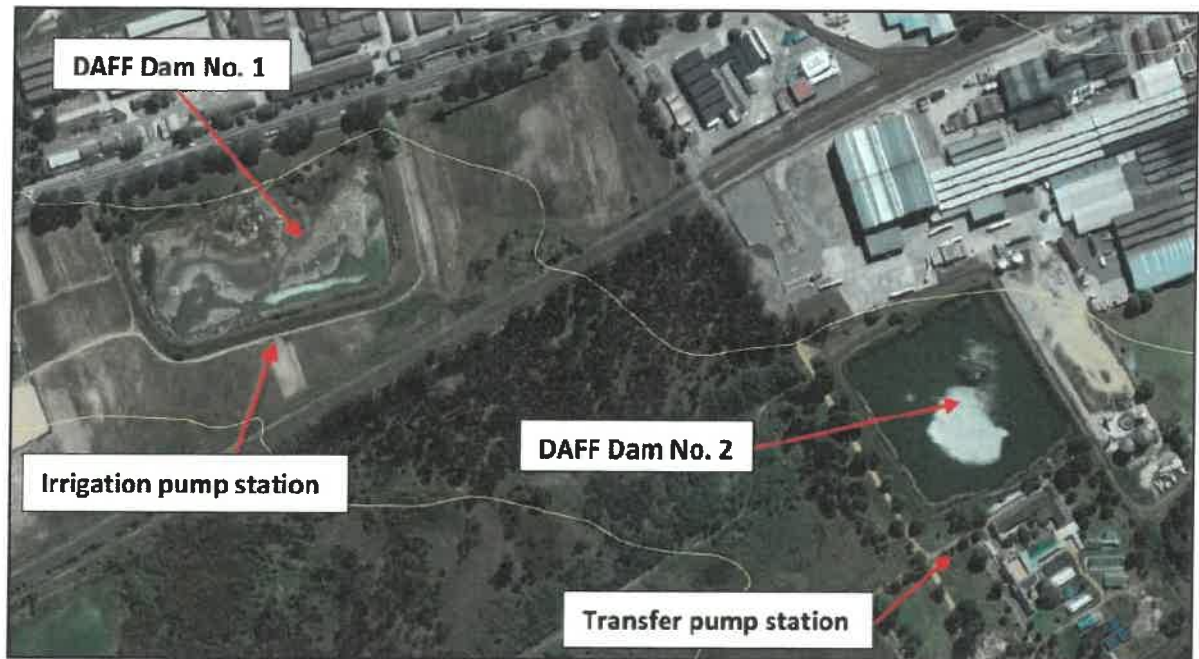


Image 1: Google Map Image (showing the dam locations)



Image 2: Google Map Image showing new rising pipeline route

PS-2 DESCRIPTION OF SITE AND ACCESS

The site is situated South of the R310 at the entrance of the town Stellenbosch in the Western Cape Province. The actual dams site is situated inside of the fenced security area of the existing Department of Agriculture, Forestry and Fisheries (DAFF) Plant Health Quarantine Station. Access to the site will be through the controlled security gate.

The Contractor shall only be allowed to use the existing security gate and no other temporary access will be provided. The Contractor shall comply with the access requirements and regulations as laid down by the Employer at all times.

The Contractor is made aware that except for the payment items referring to the SABS 1200 A, regarding access, no other payment will be made for access to the site of works, borrow pits and dumping sites.

PS-3 NATURE OF GROUND AND SUBSOIL CONDITIONS

The general geology in the specific area consist of cape granites. At some places, the granite bedrock daylight above ground level as can be seen within the dam basin of the DAFF Dam 1. The foundation conditions of the two dams are unknown and was not investigated. However, due to the shallow bedrock in the area, it is expected that both embankments were found on the granite bedrock of which the depths vary.

In general, excavated material will not be suitable for use as bedding for pipelines, or fill. For this purpose, material will have to be imported from commercial sources.

Contractors must satisfy themselves regarding the quality and type of material on site since the Contractor is responsible for the supply of materials in compliance with the minimum requirements for the specific materials. No payment will be made for the above and payment will be deemed to be included in the rates for the relevant items.

PS-4 DETAILS OF CONTRACT

The Contract entails the following (Refer to Bill of Quantities for Sections) and Project specifications as described below:

Section A:	Preliminary and General
Section B:	DAM 1
Section C:	DAM 2
Section D:	Pipeline
Section E:	Transfer Pump Station
Section F:	Irrigation Pump Station
Section G:	General

PS-4.1: DAFF Off-channel Storage Dam No. 1

PS-4.1.1: Location

The co-ordinates of the dam are Latitude **33° 56' 46,6"S** and Longitude and **18° 49' 47,8"E**.

PS-4.1.2: Main Features

DAFF Off-channel Storage Dam No. 1	
Gross storage capacity *	46 968m ³
Water surface area at FSL *	2,558ha
Maximum water depth at FSL	4,54m
Crest Level of non-overspill	CL 80,400 masl (to be reinstated)
Full supply level	CL 79,900 masl
Downstream river level (as surveyed)	CL 75,460 masl
Maximum wall height	4,94m
Maximum base width	±40m
NOC average crest width	3,0m (to be reinstated)
Embankment length (including spillway)	510m
Upstream slope	1(V):3,0(H) (to be reinstated)
Downstream slope (average)	1(V):1,9(H) (to be kept unchanged)
Type of spillway	Concrete sill wall (left bank)
Dam basin dimensions - length	240m
Dam basin dimensions - width	120m

* Capacities and areas based on survey data from April 2010

PS-4.1.3: Upgrading Works (DAM 1):

PS-4.1.3.1 Remove all reeds within dam basin

- PS-4.1.3.2 Remove all unwanted vegetation on dam wall
- PS-4.1.3.3 Clear and grub existing dam wall crest and upstream slope sections
- PS-4.1.3.4 Remove and dispose accumulated silt within dam basin
- PS-4.1.3.5 Step cut upstream slopes for proper compaction of earth fill
- PS-4.1.3.6 Infill, compact and form new upstream slope gradients
- PS-4.1.3.7 Infill, compact and level dam wall crest (NOC)
- PS-4.1.3.8 Reinstate existing spillway and install Remo mattress protection on downstream side
- PS-4.1.3.9 Place rip-rap on reshaped upstream slopes
- PS-4.1.3.10 Sleeve existing steel outlet pipe with a smaller HDPE pipe and install an upstream intake mechanism

PS-4.1.4: Embankment Upgrade Process (DAM 1)

The embankment of the dam will be upgraded, and the crest filled, compacted and levelled to CL 80,400. The downstream slope will be retained while the upstream slope to be reconstructed and reshaped to a minimum gradient of 1(V):3(H). The crest will be equipped with a 200mm thick G5 / gravel topping after the infill earthworks have been completed on the crest. See drawings attached as for reference.

Before upgrading of the embankment can commence, all surfaces of the dam crest and upstream slopes shall be cleared, grubbed and wetted in order to achieve proper compaction conditions at the merging zone. The upstream slope shall also be stepped cut to assist with compaction during construction. All the reeds in the dam also need to be cleared and removed.

NOTE: It might be necessary to incorporate a vertical cut-off core zone at the south-eastern corner of the embankment to assist with seepage prevention through the embankment. This will be confirmed once the geotechnical investigations have been conducted.

The expected volume of earth fill required for the forming and upgrading of the dam wall is estimated at approximately **6 600m³** (excluding crest topping zone).

PS-4.2: DAFF Off-channel Storage Dam No. 2

PS-4.2.1: Location

The co-ordinates of the dam are Latitude **33° 56' 50,9"S** and Longitude and **18° 50' 12,1"E**.

PS-4.2.2: Main Features

DAFF Off-channel Storage Dam No. 2	
Gross storage capacity *	40 968m ³
Water surface area at FSL *	2,208ha
Maximum water depth at FSL	4,46m
Crest Level of non-overspill	CL 80,700 masl (to be reinstated)
Full supply level	CL 80,200 masl
Downstream river level (as surveyed)	CL 76,740 masl
Maximum wall height	3,96m
Maximum base width	±43m
NOC average crest width	3,0m (to be reinstated)
Embankment length (including spillway)	607m
Upstream slope	1(V):3,0(H) (to be reinstated)
Downstream slope (average)	1(V):2,7-3,1(H) (to be kept unchanged)
Type of spillway	RMC channel on NOC (to be constructed)
Dam basin dimensions - length	170m
Dam basin dimensions - width	150m

* Capacities and areas based on survey data from April 2010

PS-4.2.3: Upgrading Works (DAM 2)

- PS-4.2.3.1 Remove all reeds within dam basin
- PS-4.2.3.2 Remove all unwanted vegetation on dam wall
- PS-4.2.3.3 Clear and grub existing dam wall crest and upstream slope sections
- PS-4.2.3.4 Remove and dispose accumulated silt within dam basin
- PS-4.2.3.5 Step cut upstream slopes for proper compaction of earth fill
- PS-4.2.3.6 Infill, compact and form new upstream slope gradients
- PS-4.2.3.7 Infill, compact and level dam wall crest (NOC)
- PS-4.2.3.8 Construct new rubble masonry concrete (RMC) spillway across dam wall
- PS-4.2.3.9 Place rip-rap on reshaped upstream slopes

PS-4.2.4: Embankment Upgrade Process (DAM 2)

The embankment of the dam will be upgraded, and the crest filled, compacted and levelled to CL 80,700. The downstream slopes shall be retained while the upstream slopes be reconstructed and reshaped to a minimum gradient of 1(V):3(H). The crest will also be equipped with a 200mm thick G5 / gravel topping after the infill earthworks have been completed on the crest. See drawings attached for reference.

Before upgrading of the embankment can commence, all surfaces of the dam crest and upstream slopes shall be cleared, grubbed and wetted in order to achieve proper compaction conditions at the merging zone. The upstream slope shall also be stepped cut to assist with compaction during construction. All the reeds in the dam also need to be cleared and removed.

The expected volume of earth fill required for the forming and upgrading of the dam wall is estimated at approximately **3 800m³** (excluding crest topping zone).

PS-4.3: Embankment Compaction

During the upgrading of the embankments at both dams, the fill shall be compacted to an overall average minimum of 98% standard Proctor density at 2% wet of optimum moisture content (OMC). The thickness of the layers which are to be compacted should not exceed 200mm on placing. It is further suggested that a pad-foot roller be used during construction. For the G5 crest layer, the compaction is recommended to be at 95% Mod AASHTO.

PS-4.4: Slope Stability

Once the proposed material properties have been determined and consolidated drained tri-axial testing been conducted, slope stability analysis will be conducted. The results of the analysis may have an impact on the final slope gradients to be specified for construction. It can be assumed that the preliminary proposed slope gradient will be adequate and sufficient as it is in line with the minimum required gradient for these type of dams as specified in the SANCOLD guidelines for sound dam engineering.

PS-4.5: Slope Protection

The downstream slopes of both dams are well protected against erosion with Kikuyu grass and are to be kept as is. The upstream slopes however are going to be reconstructed and will have to be protected with a rip-rap zone. The zone shall be applied from the crest (NOC) to a level of 1m vertical height below the FSL. This will help combatting future wave action erosion which was observed to have eroded the existing embankment upstream slopes.

PS-4.6: Dam Basins (Silt removal)

Over the past years, silt had accumulated within the dam basins. The silt shall be removed as part of the upgrading works to the dams in order to reinstate the initial storage capacities.

PS-4.7: Embankment Material Parameters

The following table gives the ideal acceptable parameters for suitable fill material to be used during the upgrading of the embankments. It is therefore recommended that the proposed fill material shall be tested for basic foundation indicator results, to see if it complies with the acceptable parameters:

SOIL PROPERTIES	EMBANKMENT ZONES	
	CORE / INNER	OUTER / SHELL
Grading	More than 60% through 0,425mm sieve	More than 40% through 0,425mm sieve
Clay content (%) < 0,002mm	10 - 30	< 10
Plasticity Index (PI) (%)	12 - 24	4 - 12,5
Liquid Limit (LL) (%)	30 - 60	< 30
Maximum Dry Density (MDD) (kg/m ³) *	1590 – 1830	1750 - 1990
Linear Shrinkage (%)	4 - 10	0 - 5
Optimum Moisture Content (W) (%) *	14 - 22	10 - 16
Shear Strength:		
(i) Ø (°)	18 - 30	28 – 38
(ii) Cohesion (kN/m ²) (kPa)	12 - 24	≤ 12
Permeability (cm/s)	≤ 1 x 10 ⁻⁴	≥ 1 x 10 ⁻⁴
MDD (PI)(W)	2 - 11	13 - 28

* Standard Proctor Values

PS-4.8: Spillways

PS.4.8.1 DAFF OFF-CHANNEL STORAGE DAM NO.1

The dam is currently equipped with a side channel spillway on the left bank. The control section of the spillway is protected with a small concrete overflow wall of approximately 300 mm high. The spillway is still adequate and shall be reinstated. Refer to drawings for position. After upgrading and levelling of the crest, the spillway will have a freeboard of 500 mm at a width of approximately 6 m. In addition to reinstating the spillway, the area directly downstream of the concrete wall shall be protected with the installation of Reno mattresses to combat possible erosion.

PS.4.8.2 DAFF OFF-CHANNEL STORAGE DAM NO.2

Currently the dam is not equipped with any kind of spillway. A RMC (rubble masonry concrete) spillway shall be constructed across the embankment at the position indicated on the attached drawings. This position will be the most practical. The spillway will be constructed to have a freeboard of 500 mm with a width of 2,5m. This is important to eliminate possible damage to the embankment due to human error.

PS-4.9: Outlet Works

PS-4.9.1 DAFF OFF-CHANNEL STORAGE DAM NO.1

The dam is equipped with a 200 mm diameter steel pipe, which is assumed to be casted in concrete as was observed. Therefore the existing steel pipe shall be sleeved with a smaller HDPE pipe which will be linked to the downstream pumphouse. A proper inlet mechanism shall be installed at the pipe intake to prevent future blockages of the new pipe.

PS-4.9.2 DAFF OFF-CHANNEL STORAGE DAM NO.2

Currently there is a flexible suction pipe, linked to a floating device, installed at the dam which is used to abstract water from the dam. DAFF is in the process of installing a new 160 mm diameter PVC pipe which will be laid over the embankment. The PVC pipe shall be replaced by a HDPE pipe which can be welded as the PVC couplings may cause scouring when fail. The condition of the old steel pipe through the dam wall is not known, and is assumed to be silted up.

The inlet shall be formalised – refer to drawing 1701313/C/001/A – Dam 1 & Dam 2 Inlet Details.

PS-4.10: Quality Control (soil samples, compaction and concrete cube tests)

Quality control measures during the construction period will include the analysis of soil samples and compaction control tests, as well as concrete cube testing at outlet works.

PS-4.11 Pump Stations

The equipment (pumps, filters, control and electrical systems, etc) has been removed from the current pump stations and have to be replaced. The pump station buildings need to be secured against future theft and vandalism.

PS-4.11.1: Transfer Pump Station

Supply, install and commission completely new pump installation, including pipe couplings to existing pipes, as follows:

- PS-4.11.1.1 New transfer pump – KSB Etanorm 80-65-250 2-pole 415V or equivalent
- PS-4.11.1.2 Pump Control panel
- PS-4.11.1.3 Installation, including pipe connections
- PS-4.11.1.4 Servicing of Filtration System
- PS-4.11.1.5 Builder's work to accommodate the installation of pumps
- PS-4.11.1.6 Valve control panel and valves
- PS-4.11.1.7 Re-instatement of electrical supply
- PS-4.11.1.8 Testing and commissioning
- PS-4.11.1.9 Security features (vandal proof gate and cages over valves and filters)

Refer to drawing 1701313/S/002: Alterations to existing Transfer Pump Station.

PS-4.11.2: Irrigation Pump Set

Supply, install and commission completely new pump set installation, including pipe couplings to existing pipe system, as follows:

- PS-4.11.2.1 New transfer pump – KSB Etanorm 100-80-250 2-pole 415V or equivalent
- PS-4.11.2.2 Pump Control panel
- PS-4.11.2.3 Installation, including pipe connections
- PS-4.11.2.4 Servicing of Filtration System
- PS-4.11.2.5 Builder's work to accommodate the installation of pumps
- PS-4.11.2.6 Valve control panel and valves
- PS-4.11.2.7 Power supply
- PS-4.11.2.8 Testing and commissioning
- PS-4.11.2.9 Security features (vandal proof gate and cages over valves and filters)

Refer to drawing 1701313/S/001: Alterations to existing Irrigation Pump Station.

PS-4.11.3: Pipe Route Concrete Markers

Install at 50m intervals and at turning points of pipe route, concrete markers: Concrete: 25MPa unreinforced.

Dimensions:

Size: 150mm x 150mm top, 220mm x 220mm bottom

Height: 300mm, Weight: 26kg

Label Plate: 2mm aluminium, nominal size 100x100mm epoxied to recess in top of Marker. Plate is left blank for field punching by Contractor.

PS-4:12 Drawings

The drawings listed below are attached in order to give an overview of the project. Additional construction drawings will, in terms of the General Conditions of Contract, be issued to the Contractor by the Engineer / Employer on the commencement date and from time to time as required.

See C4.1 for list of drawings.

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5.1 Methods And Procedures

PS-5.1.1 Methods

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

PS-5.1.2 Site Instruction Book

A triplicate book supplied by the Engineer to be used for site instructions shall at all times be kept on the site and is only for the use of the Engineer.

PS-5.1.3 Site Correspondence Book

A triplicate book supplied by the Contractor to be used for site correspondence shall at all times be kept on the site and is only for the use of the parties associated with the execution of the Works and that is represented on the monthly contractual meeting.

PS-5.1.4 Drawings

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

PS-5.1.5 Record Drawings

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

Any information in the possession of the Contractor, which is necessary for the Resident Engineer to complete his "record" drawings, must be submitted to the Resident Engineer.

PS-5.1.6 The certificate of completion will only be issued once the Engineer has received the record drawings. No separate payment will be made for this and it will be deemed to be included in the rates for the relevant items.

Testing and Quality Control

PS-5.1.7 The contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications. No separate payment will be made for such testing by an approved laboratory, the costs of which will be deemed to be included in the contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

Workmanship and Quality Control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the contractor shall be deemed to be included in the rates tendered for the related items of work.

The contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

PS-5.1.8 On completion of every part of the work and submission thereof to the Engineer for examination, the contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

Daily records

Daily records of site activities must be kept accurately. This would include record of plant, personnel, site and weather conditions.

PS-5.2. Environmental Management Actions and Plan

PS-5.2.1 Environmental Management Requirements

Before starting work on site the Contractor shall present to the Engineer his Environmental Management Plan for approval. He shall also appoint an Environmental Management Officer in writing and give a copy of the letter of appointment to the Employer.

The Environmental Management Specifications are attached to **Part C3.5.3: Particular Specifications** and must be referred to when compiling the Environmental Management Plan.

PS-5.2.2 Minimal disturbance to environment

The site is situated in an area of significant environmental importance. As a result, the area must be disturbed as little as possible and environmental control measures implemented.

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and

dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.
Stacking of cut-down trees and vegetation on-site is not allowed, as this is a possible fire-hazard.

PS5-2.3

Site maintenance

During the progress of the work upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

PS-6 CONSTRUCTION PROGRAMME

The Contractor shall submit a detailed Construction Programme indicating the start and completion date of each activity. The Programme shall be updated monthly for the duration of the entire Construction period.

PS-7 SITE FACILITIES AVAILABLE

PS-7.1: Water and Electricity Supply

The Contractor shall make his own arrangements with DAFF-Stellenbosch for obtaining water for construction and domestic purposes as well as supply of electricity. The Contractor shall pay for the water and electricity at the rates and tariffs as agreed with DAFF management. Separate water and electricity meters might be required. The installation of these meters shall be deemed to be included in the rate for fixed price preliminary and general charges in Schedule 1 of the Bill of Quantities

PS-7.2: Ablution facilities

The Contractor shall supply its own ablution facilities on the site for the works. These facilities shall be kept clean and tidy at all times and serviced regularly. The Employer shall have the right to act and instruct the Contractor to rectify poor serviced ablution facilities at the cost of the Contractor.

PS-7.3: Location of Camp Site

The Contractor must make his own arrangements for a Camp Site. The camp site shall however be located at the site of the works, within the existing fence line. The location of the Contractors' camp including the material storage areas will be subject to the Engineer's approval.

PS-7.4: Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respect responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

No housing on site shall be allowed.

PS-8 SITE FACILITIES REQUIRED

The Contractor shall provide his own site-offices and ablution facilities. No offices or facilities are required for The Engineer or Employer.

PS-9 REQUIREMENTS FOR ACCOMMODATION OF PLANT AND EQUIPMENT ON SITE

The Contractor shall demarcate and fence-off the site camp and lay-down areas for safety and security of plant and material on site.

PS-10 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

PS-10.1 Health and Safety Requirements

Before starting work on site the Contractor shall present to the Engineer his Health and Safety Plan for approval. He shall also appoint a Health and Safety Officer in writing and give a copy of the letter of appointment to the Employer.

The Health and Safety Specifications **Part C3.7** and must be referred to when compiling the Health and Safety Plan.

Please also refer to Paragraph 7 of the requirements of the Construction Regulations of 2014 for responsibility of Contractor to comply.

The Contractor is to implement measures and adhere to these conditions for the duration of the contract. The tendered rates shall be an all-inclusive sum for adhering to the Health and Safety Specification and Health and Safety Plan.

PS-10.2 Safety

The Contractor must take the safety of the Employer's personnel and property into account during the planning and execution of the works. All open trenches, services, material and machines must be protected and clearly marked.

PS-10.3 Access to Site by Public

The contractor shall erect fences and employ sufficient security personnel to prevent unauthorised access to the site by members of the public, as applicable. Notices prohibiting access to the site shall be clearly displayed at all access points.

The notice shall be in English, Afrikaans and the most commonly used local language.

PS-10.4 Barricades

All excavations and openings in walls and slabs into or through which a person may fall shall be securely barricaded at all times in accordance with the requirements of the applicable Occupational Health and Safety Regulations.

PS-11 ADVERSE WEATHER CONDITIONS

The Contractor shall allow for adverse weather conditions in the Tendered rates. The following minimum rain days shall be included and allowed for into the Tendered Rates and Construction Programme:

Minimum Days to be allowed in Tendered Rates and Programme for Adverse Weather Conditions				
January	1		July	5
February	1		August	5
March	2		September	4
April	3		October	2



May	4		November	2
June	7		December	2

PART B

C3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS:

The following variations and additions to the SABS 1200 Standardized Specifications referred to in clause PS-4 will be valid for this contract. The prefix "PS-A" indicates an amendment to SABS 1200 A, "PS-C" to SABS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SABS 1200.

SABS 1200 A: GENERAL

PS-A 1: SCOPE

Replace subclause 1.1 with the following:

"This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site."

A3: MATERIALS

PS-A 3.3: Ordering of materials

The quantities set out in the Bill of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The contractor shall therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except if they have been ordered in accordance with written confirmation issued by the engineer.

The Contractor shall satisfy himself of the continuous availability of material. No extension of time or additional compensation will be granted if material cannot be obtained locally or has to be sourced elsewhere."

A 4: EQUIPMENT

PS-A 4.2: Contractor's Office, Stores and Services

Add the following paragraph before the first paragraph:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

Add the following the second paragraph:

"One toilet per 10 workmen shall be provided and must be screened from public view and their use shall be enforced.

The contractor shall make arrangements if necessary, for the removal of night soil."

Add the following to A 4.2:

"The Contractor's site agent or representative must be contactable at all times by phone. Should use be made of radio and or cellular phones, these must be operational at all times with sufficient back-up batteries or recharging facilities.

There exist no housing facilities for the Contractor's work force, and arrangements must be made by the Contractor to accomplish that as well as transport. The Contractor is solely responsible for their housing, or the arranging thereof, and no payment or extension of time

will be allowed because of any delay and/or work damage that may arise. No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours."

A 5: CONSTRUCTION

PS-A 5.4: Protection of the overhead and underground services

Add the following to A 5.4:

"The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continuously without interruptions and finalize it at least 7 days before excavation starts at that particular section.

Provision must be made for the protection and maintenance of existing services for the duration of the contract. No payment will be made in respect of this and all costs must be included in the tendered rates. All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer.

While he is in occupation of the site, the contractor shall be liable for all damage caused by him to known services as well as for consequential damage arising there from, whether caused directly by his operations or by lack of proper protection."

PS-A 5.6: Pollution

The Contractor's attention is drawn specifically to dust disturbance, due to the fact that the works takes place near an existing residential area (See PS-D 5.1.4.1).

Add the following sub clause to A 5:

PS-A 5.9: Workmen's Compensation Act

It is a requirement of this contract that all labour employed on the site be covered by the Workmen's Compensation Act. The Contractor is to arrange a suitable method of complying with the Act including the payment of the necessary levies."

A 8: MEASUREMENT AND PAYMENT

PS-A 8.1: Measurement

Add the following sub clause to A 8.1.1:

Free haul and Overhaul

Notwithstanding any clauses in any of the Standardized Specifications or Standard Specification Section dealing with the definition, no measurement and/or payment for overhaul will be made. All haulage will be considered to be free haul and the cost thereof will be deemed to be covered by other rates in the Bill of Quantities."

PS-A 8.2: Payment

PS-A 8.3.2.3: Access

Add the following to A 8.3.2.3:

In addition to the above, the tendered rates for A 8.3.2.2 (i) must also include all costs including materials for the building, gravelling and maintenance of access roads to the works, borrow pits and spoil sites, as well as the breaking up and, the removing or clearing and tidying up of such roads on completion of the works, in addition to keeping all spoil routes clean throughout the contract."

A 8.3.5 *Add the following pay item:*

A day item had been included in the Bill of Quantities for preparation and submission of a Health and Safety Plan and compliance with the environmental management requirements.

The rate tendered shall be deemed full compensation of preparation and submission of the required plans, in compliance with the specifications, for approval.

A 8.4.6 *Add the following pay item:*

A pay item had been included in the Bill of Quantities for implementation of the approved Health and Safety Plan and environmental management plan.

The rate tendered shall be deemed full compensation of adhering to all legal and statutory requirements, including provision of any equipment and materials, employment of suitably trained staff, training and performing of regular audits as may be required by the Employer or the Engineer.

SABAS 1200 D: EARTHWORKS

D3: MATERIALS

D 3.1: Classification for Excavation purposes

PS-D 3.1.2: Classes of excavation

Add the following to D3.1.2:

For the purposes of measurement and payment in this contract, intermediate and boulder excavation are to be classified as soft excavation, Hard Rock remains as classified in this clause.

D5: CONSTRUCTION

D 5.1 Precautions

PS-D 5.1.2.2: Detection, location and exposure

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before commencing with construction. After locating the exact position of services the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the record drawings.

PS-D 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PS-D 5.1.4.1 : Dust nuisance

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is responsible for all claims which may arise from dust disturbance from the date of site handover to the date of completion of the contract. No payment will be made in respect of the above mentioned and all costs will be deemed as covered by the tendered rates.

D 5.2: Methods and Procedures

PS-D 5.2.2.3: Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be dumped and neatly finished off to the levels as instructed by the Engineer at the dump site which is to be identified by the Contractor, and agreed to by the Engineer.

PS-D 5.2.2.4 Excavation by hand around existing services

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 500 mm above and on both sides of pipes, as well as underneath the services.

D 5.2.3: Placing and Compaction

PS-D 5.2.3.2: Backfilling and Filling against structures

Add the following to D 5.2.3.2:

"After construction of the structures, backfilling and compaction of material against the structure shall commence as follows

- a) General: Selected backfill material, free of rocks or rubble larger than 300mm in diameter, shall be placed in layers of maximum thickness 500mm, and each layer shall be compacted to 90 % Mod AASHTO.
- b) Restricted: Restricted backfill material, free of rocks larger than 150mm in diameter, vegetation matter or other rubble, shall be placed in layers of maximum thickness 300mm, and each layer compacted to 90 % Mod AASTHO.

The tendered rates shall include all costs for selecting and loading from stockpiles, hauling, backfilling, spreading and compacting material as applicable."

D 8: MEASUREMENT AND PAYMENT

D 8.3: Scheduled items

D 8.3.8: Existing Services

PS-D 8.3.8.1 (c): Excavate by hand in soft material to expose services.....Unit : m³

Add the following to D 8.3.8.1(c):

Excavation by hand to expose existing services shall only be measured and paid for if so ordered in writing by the Engineer. After the excavation of trial holes to determine the exact position and depth of existing services, at intervals as required by the Engineer, the excavation to a level of 300 mm above such services shall be measured and paid for as normal excavation, independent of the depth of such excavation. Only excavation within 300 mm of the existing services will be measured and paid for as excavation by hand and then only if ordered in writing by the Engineer.

SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PS-DB 3.1: Classes of excavation

Add the following to DB 3.1:

For the purposes of measurement and payment in this contract, intermediate and boulder excavation are to be classified as soft excavation, Hard Rock remains as classified in this clause.

PS-DB 3.5: Backfill Materials

- a) *Substitute "from trenches" in DB 3.5(a) with "from trenches, channels or street excavations".*

Add the following to DB 3.5.

- b) All pipe trenches underneath the roadway must be backfilled with sand of upper selected layer quality compacted to 100% of the modified AASHTO maximum density. Sand is defined as non-plastic material and complies with the following sieve analysis:

% passing	
4.740 mm sieve	95% minimum
0.425 mm sieve	50% minimum
0.075 mm sieve	10% maximum

Add the following to DB 3.5(b):

- c) All pipe trenches in street reserves shall be classified as areas subject to loads from road traffic.

DB 3.6: Materials for reinstatement of roads and paved areas

PS-DB 3.6.1: Subbase and Base

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where applicable, new material complying with the requirements of SABS 1200 MF shall be used for the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SABS 1200 ME.

PS-DB 3.7: Selection

Add the following to sub clause DB 3.7:

The Contractor shall deal selectively with material from general excavation. Any material that does not comply with the minimum requirements for the respective layers, shall be removed and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

Prior to commencing with earthworks, the Contractor shall make trial holes at positions and to depths ordered by the Engineer, to determine the area containing unsuitable material that is to be spoiled.

DB 4: PLANT

PS-DB 4.1: Excavation equipment

Add the following to DB 4.1:

All excavations exceeding the specified widths, shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

DB 5: CONSTRUCTION

DB 5.6: Backfilling

PS-DB 5.6.2: Material for backfilling

Substitute "from trench excavations" in the first paragraph for DB 5.6.2 with "from trench, channel, road reserve or other excavations on the site of works".

Add the following:

All trenches underlying or adjacent to streets shall be backfilled with sand compacted to 100% of Mod AASHTO density, to the bottom of the subbase.

PS-DB 5.6.3: Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS-D 5.2.2.3) and levelled off.

DB 8: MEASUREMENT AND PAYMENT

DB 8.3: Scheduled items

PS-DB 8.3.2: Excavation

PS-DB 8.3.2 (a): Excavate in materials for trenches, backfill, compact and dispose of surplus materialUnit : m³

Add the following to D 8.3.2 (a):

The depth of excavation in street reserves shall be measured from the final finished level of the road reserve profile to the invert level of the pipe.

The rates for trench excavation must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling and compacting the material to 90% (100% for sand) of Mod AASHTO at a spoil site as described in PS-D 5.2.2.3. The backfill material must be compacted to 93% of Mod AASHTO (100% for sand) in all backfilling of trenches.

The rate for excavation for subsurface drains shall cover the costs of excavation and spoil of surplus material and the supply of suitable free draining sand to be placed directly above the geotextile up to 200mm below the final surface levels.

The rate shall also provide for the fact that the excavation width in sand will be wider than normal.

For duct excavations the tender shall refer to the section where all the types, diameters and pipe combinations are listed to determine trench width and depth detail.

The rates are to allow for excavation in the classes of material as referred to in PS-D 3.1.2 as well as excavation and disposal of unsuitable material from the trench bottom. There will be no extra-over payment in terms of intermediate or boulder excavation, but only for hard-rock excavation.

PS-DB 8.3.2(b): Extra over for... Unit : m³

Add the following to D 8.3.2 (b):

In accordance with PS-DB 3.1, all classes of excavation will be paid for under item PS-DB 8.3.2 (a), except for hard rock that will be paid for under this item.

PS-DB 8.3.2(d): Hand excavation and backfill Unit : m³

The provisions of PS-DB 8.3.2(a), DB 8.3.2(b) and PS-DB 8.3.2(c) shall apply mutatis mutandis for hand excavation.

Payment shall only be made if so ordered by the Engineer.

PS-DB 8.3.2(g) Extra-over item PS-DB 8.3.2(a) for hand excavation and backfill around existing services Unit : m³

Hand excavation around existing services as described in PS-D 5.2.2.4 will be measured as an extra over machine excavation. The rate must include the standing time cost of the machine while hand excavation around the service is executed.

DB 8.3.3: Excavation Ancillaries

PS-DB 8.3.3.3: Compaction of areas exposed to traffic Unit : m³

Add the following to DB 8.3.3.3:

This item is only applicable to the backfill above the bedding and fill blanket. The volume measured for payment under this item will be determined from the final finished level. No payment will be made where sand, compacted to 100% of Mod AASHTO is used for backfill. All type A3 sands will qualify as sand. This item is only payable if the compaction effort requirement is greater than that specified in PS-DB 8.3.2. This item is applicable only to the pipe trenches that cross the roads.

DB 8.3.5: Existing services that intersect or adjoin a pipe trench

PS-DB 8.3.5 (a): Services that intersect a trench Unit : no

Add the following to DB 8.3.5 (a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connection.

The rate shall also allow for the cost of the following:

- (i) Sufficient photo's of existing services being taken and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services.

- (ii) Reinstatement of existing services damaged by the Contractor.
- (iii) Reinstallation of services which were removed by the Contractor.

PS-DB 8.3.5 (b): Services that adjoin a trench Unit : no or m

Add the following to DB 8.3.5 (b):

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the schedule of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls and structures are handled in the same way as underground services, but the axis of the services will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axis will be at the point where the structure and the natural ground level intersects. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service if approved by the Engineer.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, of if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.

SABS 1200 HC: CORROSION PROTECTION OF STRUCTURAL STEELWORK

HC 1: SCOPE

Add the following sub-clause to Clause HC 1:

"PS-HC 1.2 The scope of corrosion protection includes application of a specified coating to the new steel structure."

HC 5.4 PREPARATION FOR COATING

PS-HC 5.4.1 General

Add the following to Sub-clause HC 5.4.1:

"The method of cleaning and preparing the substrate of the of the existing steelwork shall be by means of dry, abrasive blast cleaning, or "sand-blasting" done on site."

HC 5.4.3 Methods of Preparing

PSHC 5.4.3.1 Abrasive Blast Cleaning

Replace the second sentence of Sub-sub-clause HC 5.4.3.1(a) with the following:

"The blast profile, as measured in accordance with the SANS 5772:2004 specification, shall be in accordance with the SANS 10064:2005 specification, but shall not be less than a 100µm profile in the case of the existing steelwork."

PS-HC 5.7 COATING SYSTEM

Alter Clause HC 5.7 to read as follows:

"The following coating system, or similar approved by the Engineer, shall apply for both new and existing steelwork:

New steel shall then receive one appropriate priming coat.

The paint shall be applied in the sequence, within the time, in the thickness, etc. and to the specifications given in Table PSHC 5.7-1. Application may be by brush, roller or sprayer, but red lead may not be sprayed."

Table PSHC 5.7-1: Paint System for New Steel Surfaces

Product	Code	Coat	Volume Solids	D.F.T	Practical Cover	Pack Size	Thinner 5 P Tin	Dry Time
Corrocote I	D193 0839	1st	22%	20	8 m ² /P	5	Etch Primer Thinners	2 hrs
Sigmacover CM Coating Colour to be specified	S 910 5	2nd	65%	65	8 m ² /P	5	Sigma 91-92 Thinners	4 hrs
Sigmacover CM Coating Colour to be specified	S 910 5	3rd	65%	65	8 m ² /P	5	Sigma 91-92 Thinners	4 hrs

PS-HC 5.9 APPLICATION OF METAL COATINGS (HOT- DIP GALVANIZING)

Add the following to Sub-clause HC 5.9:

"Note that all hot-dipped galvanizing is to be done in accordance to the SABS ISO 1461:1999 "Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles – Specifications and Test Methods" standard."

HC 8: MEASUREMENT AND PAYMENT

HC 8.2 SCHEDULED ITEMS

PS-HC 8.2.1 Surface dressing and Repairs at Place of Fabrication Unit : ton

Add the following to this payment item:

"This item shall apply to the new steel members to be bolted to the existing structure."

PS-HC 8.2.2 Transport Unit : ton

Add the following to this payment item:

"This item shall apply to the new steel members to be bolted to the existing structure."

PS-HC 8.2.3 Surface Preparation and Coating Application

(b) On Site..... Unit : ton

Add the following to this payment item:

“This item shall apply to the existing structure’s in situ steel members.”

SABS 1200 LB: BEDDING (PIPES)

LB 3: MATERIALS

PS-LB 3.1: Selected granular material

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13,2mm sieve and not more than 5% passing a 0,075 mm sieve.

PS-LB 3.2: Selected fill material

Substitute LB 3.2 with the following:

The requirements of PS-LB 3.1 shall apply mutatis mutandis.

PS-LB 3.3: Bedding

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except water connections which shall be classified as flexible pipes.

PS-LB 3.4.1: Suitable material available from trench excavation

Replace the first sentence of LB 3.4.1 with:

Irrespective the requirements of subclause 3.7 of SABS 1200 DB and subclause 3.4.1 of SABS 1200 LB regarding the use of selective methods of excavation, the Contractor must use selective methods of excavation and supply and use plant that will avoid burying or contaminating material that is suitable and required for bedding or covering the pipeline.

LB 8: MEASUREMENT AND PAYMENT

LB 8.1: Principles

PS-LB 8.1.1: Supply of bedding materials measured separately

Add the following to LB 8.1.1:

Payment for bedding material and selected fill material is only made if the selected trench-excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

C3.5.3 PARTICULAR SPECIFICATIONS:

EM: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EM: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EM 1 SCOPE

This specification covers the requirements for controlling the impact on the environment of construction activities.

EM 2 DEFINITIONS

EM 2.1 Environment means the surroundings within which humans exist and that are made up of:

- (i) the land, water and atmosphere of the earth
- (ii) micro-organisms, plant and animal life;
- (iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

EM 2.2 Potentially hazardous substance is a substance, which, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment.

EM 2.3 Method Statement: a written submission by the Contractor to the Engineer following a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the Engineer when requesting the Method Statement, in such detail that the Engineer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to :

construction procedures,
materials and equipment to be used,
getting the equipment to and from site,
how the equipment/material will be moved while on site,
how and where material will be stored,
the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
timing and location of activities,
compliance/non-compliance with the Specifications and
any other information deemed necessary by the Engineer.

EM 2.4 **Reasonable** means, unless the context indicates otherwise, reasonable in the opinion of the Engineer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No. 107, 1998).

EM 2.5 **Solid waste** means all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

EM 2.6 **Contract** means the General Conditions of Contract and Special Conditions, Specifications, Drawings, Tender, written records of matters agreed after the submission of the Contractor's tender, Letter of Acceptance and Agreement, together with order documents which the parties have agreed in writing shall form part of the Contract and such amendments or additions to the Contract as may be agreed in writing between the parties.

EM 2.7 **Contaminated** water means water contaminated by the Contractor's activities.

EM 3 **ENVIRONMENTAL MANAGEMENT PLAN**

EM 3.1 **Demarcation of the site**

For the purpose of the EMP, the site shall be divided into two areas identified by the Engineer and the Contractor:

The construction camp comprising all offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.

The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

EM 3.1 **Construction camp**

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date. The construction site shall be planned in such away so as to affect as small an area as practically possible. The Engineer shall approve the location and layout of the construction camp prior to establishment.

EM 3.2 **Fencing of the site**

IF a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating) the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after the commencement date. The boundaries between the construction camp area and the working area within the site shall also be fenced.

The contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and culture features. A method statement shall be submitted to the Engineer prior to erection to ensure proper positioning of the fence.

All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Engineer. The Contractor throughout the construction period shall maintain all fences.

EM 3.3 **Workshop**

Any workshop shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable (concrete) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. The waste material shall be regularly removed off site and disposed of at an approved waste site.

EM 3.4 **Eating areas**

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Engineer. No changes to the eating area shall be made without the approval of the Engineer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area.

Any cooking on site shall only be undertaken in the eating area and be done on well maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

EM 3.5 **Ablution facilities**

The exact location of the toilets shall be as approved by the Engineer. The Contractor shall provide toilets and shall be responsible for the maintenance and servicing on a daily basis. The contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied.

Burial of waste from toilets on site is strictly prohibited. The toilets shall be maintained in a clean state. Performing ablutions anywhere other than in toilets is strictly prohibited. Leaking toilets shall be repaired immediately or removed from site.

EM 3.6

Solid waste collection

“Solid waste” refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Engineer for approval prior to commencement. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bunded and lined with plastic or concrete. The waste from this central collection area shall be disposed off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Engineer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

EM 3.7

Fuel storage area

Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tank. The bunded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

EM 3.8

Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Engineer indicating where the mixing will take place and the method to ensure that wastewater and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

EM 3.9

Equipment maintenance area

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking Equipment shall be repaired immediately or removed from site. Where practical, all maintenance of equipment and vehicles on Site shall be performed in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation.

When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for “parked” plant (such as scrapers, loaders, vehicles).

The washing of equipment shall be restricted to urgent maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for

washing shall be restricted to low phosphate and nitrate containing, low sudsing type detergents.

EM 3.10 **Materials**

EM 3.10.1 **Material handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, including “no go” areas, speed limits, dust control, etc.) required to comply with the EMP before they arrive at site and off load any materials. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/or imported material shall be stored within the Contractor’s camp, and if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall subject to the Engineer’s approval shall not unreasonably be withheld.

EM 3.10.2 **Hazardous Substances**

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous materials.

The contractor shall provide the Engineer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers within the demarcated construction camp area. The relevant Material Safety Data Sheets (MPSS) shall be available on Site. Procedures detailed in the MPSS’s shall be followed in the event of an emergency situation.

If potentially hazardous substances are to be stored on site, the Contractor shall provide a Method Statement detailing the substances/materials to be used, together with the storage handling and disposal procedures of the materials.

EM 3.10.3 **Fuel (Petrol and Diesel) and Oil**

Where reasonably practical, plant shall be refuelled at the depot or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the engineer prior to any refuelling activities. Enretech or similar products approved by the Engineer shall be available during any refuelling of maintenance activities.

EM 3.11 **Fire control**

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard which areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedure to be followed.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces

and fynbos areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken.

EM 3.12 Emergency procedures

The Contractor shall submit Method Statements covering the procedures for the following emergencies:

EM 3.12.1 Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he/she can no longer control it. The Contractor shall ensure that his employees are aware of the procedure to be followed in the event of a fire.

EM 3.12.2 Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Engineer, CMC Scientific Services and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to absorb/deal with a minimum of 200 l of hydrocarbon liquid spill.

EM 3.13 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding area or watercourses shall occur as a result of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs. Should any spillage or leakage occur the Contractor shall immediately stop his operation and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean-up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages to the Engineer for approval.

EM 3.14 Erosion And Sedimentation Control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occurs due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer.

EM 3.15 Tolerances

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a fine subject to the conditions in the Pro Forms : Protection of the Environment and the details set out in the Project Specification.

C3.6 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

- 7.2.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications																											
DATE	PI			PI			PI			PI			PI			PI			PI			PI			PI		
	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M
Programme implemented within 14 days of site handover																											
Awareness champion on site																											
HIV/AIDS awareness service provider report																											
Male condom dispenser																											
Sufficient male condoms available																											
Male condom dispenser in a highly trafficked area																											
Female condom dispenser																											
Sufficient female condoms available																											
Female condom dispenser in a highly trafficked area																											
All four types of posters displayed																											
Posters in a good condition																											
Posters in a highly trafficked area																											
Posters displayed on local support services: clinic & VCT centre																											
Support service poster/s in highly trafficked area																											
Support service poster/s in a good condition																											

Please indicate the applicable number for the reporting period									
Workers on payroll (at PI)									
Sub-Contractors who will be on site for longer than 30 days (at PI)									
Workshop attendees									
Number of workshops held									
Scheduled workshops according to approved workshop plan									
Booklets distributed									
Male condoms distributed									
Female condoms distributed									

Representative/Agent

Date

Contractor

Date

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

<i>Fill in the applicable information with regard to each workshop conducted</i>																			
DATE	W/S							W/S			W/S			W/S			W/S		
	D	D	M	M	D	D	M	D	D	M	M	D	D	M	M	D	D	M	M
Content of workshop: (Mark the content included)																			
SLO1																			
SLO2																			
SLO3																			
SLO4																			
SLO5																			
SLO6																			
SLO7																			
HIV/AIDS in construction video																			
Indicate the duration of the workshop in hours																			
Total number of Workers																			
Indicate workshop venue																			

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

SCHEDULE C**CONTRACTOR HIV/AIDS PROGRAMME REPORT**

Project name: _____

Project Location: _____

Contract value of project: R_____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

AWARENESS MATERIAL

Describe location of posters displayed during the programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry: _____

Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss	Coughing or chest pain	Vomiting
Reactive TB	Pain when swallowing	Meningitis
Hair loss	Persistent fever	Memory loss
Severe tiredness	Diarrhoea	Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PART C3.7: PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PUBLIC WORKS AND INFRASTRUCTURE

WESTERN CAPE PROVINCE

CAPE TOWN REGION

**STELLENBOSCH QUARANTINE STATION: REHABILITATION OF TWO
IRRIGATION DAMS, INCLUDING REPAIR OF THE DAM WALL**

Occupational Health and Safety Specification

OCCUPATIONAL HEALTH AND SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
 - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
 - A cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolution of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Contractual Issues

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2 DEFINITIONS

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any Department of Labour Office.

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if

Safety, Health and Environmental Standards would not be negatively affected.

- 3) Should the Client or its representative deem such practice as having a negative effect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

2.5.5 Occupational Health and Safety Policy

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.
- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.10 Health and Safety Training

2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits,

Progress Meetings, and any other means deemed fit by the Client.

- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.
- 4) The principal contractor or sub-contractor that has more than 5 staff members on site will be required to have the full version of Occupational Health and Safety Act and Regulations 85 of 1993 on site.

2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
 - List of key competent personnel;
 - Details of emergency services;
 - Actions or steps to be taken in the event of the specific types of emergencies;
 - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box

- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
 - 1) first aid;
 - 2) medical;
 - 3) disabling; and
 - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
 - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
 - 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
 - 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
 - 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
 - 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
 - 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
 - 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
 - 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
 - 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
 - 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
 - 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
 - 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
 - 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
 - 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".

- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
 - Use of Explosives and Blasting;
 - Work for which a fall prevention plan is required;
 - Use of cradles, and
 - Electrical work
 - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.
- 6) It is the Principal Contractor responsibility to locate and determine where all underground services are and make safe before any excavating, digging etc. is done

2.6.2 Excavations, Shoring, Dewatering or Drainage

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.

- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.

- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Every employer or self-employed person must as far as is reasonably practicable ensure that all asbestos-containing material at the workplace are identified by a competent person.
- 3) Proof of such notification must be supplied to the Client prior to work proceeding.
- 4) All asbestos work shall be carried out as per the Asbestos Abatement Regulations by an approved Asbestos Contractor.
- 5) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Abatement Regulations as published in Government Gazette 23108 of November 2020, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Abatement Regulations as indicated above.

- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site. Certificate must be issued on completion on removal of all asbestos on site indicating that the site is clear of all asbestos.

2.7 Plant and Machinery

2.7.1 Construction Plant

- 3) All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 4) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 5) Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 6) Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate firefighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.

- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
 - All lifting machinery and tackle has a safe working load clearly indicated;
 - Regular inspection and servicing is carried out;
 - Records are kept of inspections and of service certificates;
 - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
 - The tower crane bases have been approved by an engineer;
 - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
 - A competent person undertakes routine inspections and records are kept.
 - Only authorized trained persons use the tools.
 - The safe working procedures apply.
 - Awareness training is carried out and compliance is enforced at all times.
 - PPE and clothing is provided and maintained.
 - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
 - That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers

likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.

- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
 - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
 - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
 - Permit workers to stand or sit on the edge of the transporting vehicle.
 - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
 - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
 - Right of way must be afforded to earth moving machinery at all times.

- Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

2.9 Electrical fencing.

- 1) Contractor must comply with regulation 12, 13 and 14 of the Electrical Machinery Regulations.

2.10 Hazardous Biological Agent

- 1) Every employer or self-employed person must ensure that he or she or any person who in any manner assist him or her in the carrying out or conducting of business duties has the necessary information and has undergone instruction and training in order for him or her to identify potential risks and the precautions that should be taken.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Construction Regulation and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Regulation and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy (This must include SARS-COV-2 policy)	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment: <ul style="list-style-type: none"> • Baseline risk assessment • Asbestos Identification risk assessment (if applicable) • SARS-Cov-2 risk assessment 	Construction Regulation	Together with SHE Plan

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment coordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan coordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.

Lifting Machine & Equipment Inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> Incidents/accidents and investigations Non conformances by employees & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> Scaffolding Excavations Formwork & support work Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> Fire-fighting equipment Portable electrical equipment Ladders Lifting equipment/slings 	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workmen's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

The following is a list of generic activities and considerations that have been identified for the project and site and for which the **Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary)** have to be developed by the Principal Contractor.

- Demolition work
- Brick work
- Concrete work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Hot works i.e. Welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed. It is contractor's duty to identify all applicable hazards and apply necessary mitigation factors. **The contractor should, during tender process make provision for any statutory requirement which may arise due to its scope of work.**



EXPANDED PUBLIC WORKS SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled:-

1. EPWP NYS Specification
2. DPW Projects Branding

CONTENTS

SL 01	APPLICABLE LABOUR LAWS
SL 02	KEEPING RECORDS
SL 03	PAYMENTS
SL 04	EPWP REPORTING SYSTEM REQUIREMENTS
SL 05	CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR
SL 06	PROJECT BRANDING

SL 01. APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled Participants undertake

SL 02. KEEPING RECORDS

- a) Every employer must keep a written record of at least the following –
 - i. The Participant/s employment contract;
 - ii. Payments (proof of payments) made to each Participant.
 - iii. Certified copy of an Identity Document
 - iv. Signed monthly attendance registers
 - v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
 - vi. in the case of a time-rated Participant, the time worked by the Participant;
- b) The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 03. PAYMENTS

- a) The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- b) Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- c) An employer must give a Participant the following information in writing –
 - i. the period for which payment is made;
 - ii. the number of tasks completed or hours worked;
 - iii. the Participants earnings;
 - iv. any money deducted from the payment;
 - v. the actual amount paid to the Participant.
- d) After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
- e) If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

SL 04. EPWP REPORTING REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

1. Certified copy of participants' id (not later than 3 months at the time of system enrolment),
2. Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
3. The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
4. The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP beneficiaries.
5. Payment shall only be processed once compliance with EPWP and other Reporting requirements have been proven.
6. The reported information must be accompanied by:-
 - 6.1. Copies of ID (once off) when participants contracted,
 - 6.2. Beneficiary Contract of Employment (once off),
 - 6.3. Attendance registers (monthly) and
 - 6.4. Proof of Payment (monthly)
7. All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

SL 05. CONTRACT CLAUSE INSERT INTO TENDER DOCUMENT**IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

The Contractor shall comply with all the "Code of Good Practise for Employment and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the guidelines for the implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

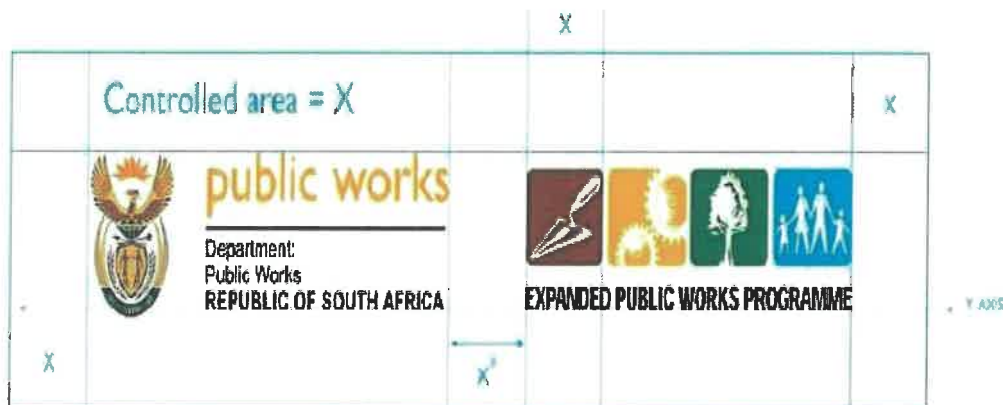
SL 06 ANNEXURE A.1 – EPWP BRANDING REQUIREMENTS

(Please note that the new Public Works and Infrastructure logo should be used instead of the Public Works Logo)

The EPWP identity construction

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.

HORIZONTAL RELATIONSHIP



In the horizontal relationship the DPW logo always appears on the left and EPWP logo on right.

* NOTE The space between the public works logo and EPWP logo may increase but never decrease less than X width. The logos must always bottom align with Y axis.

The EPWP identity - Acceptable colour application



The EPWP identity - Typography

The fonts chosen for the EPWP identity is Gill Sans and Arial. The following versions of the Gill Sans and Arial family can be used.

Primary descriptor: Gill Sans Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 *&!/?@

Primary descriptor: Gill Sans Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 *&!/?@

Secondary typography: Arial Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 *&!/?@

Secondary descriptor (EPWP): Arial Narrow

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 *&!/?@

Secondary typography: Arial Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890 *&!/?@

The EPWP identity - Colour palette

The Primary colour palette for the EPWP identity is Black and Yellow. The Secondary colour palette appear in the logo and is an integral part of the EPWP identity.

PRIMARY COLOUR PALETTE



SECONDARY COLOUR PALETTE



The EPWP co-branding in promotional material

The Expanded Public Works Programme corporate identity is likely to be applied in conjunction with many other role players. When using the horizontal version of the EPWP identity the following scenarios applies.

National branding scenario

The EPWP master brand logo is applied to the front, with the sector indicated on the back. The project identity is always applied to the left sleeve.

Master Brand logo version



ANNEXURE B.1 – EPWP BENEFICIARY REPORTING TEMPLATE

BENEFICIARY INFORMATION
PLEASE PROVIDE BENEFICIARY INFORMATION ON THIS SHEET

- **Education Levels** – use the codes (1,2,3) on the excel spreadsheet
 - (1) Unknown
 - (2) No Schooling
 - (3) Grade 1-3 (Sub A – Std 1)
 - (4) Grad 4 (Std 2) ABET 1
 - (5) Grade 5-6 (Std 3-4) ABET 2
 - (6) Grade 7-8 (Std 5-6) ABET 3

PROGRESS REPORT DATA

	2011					
	TOTAL up to JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Financial Report						
Expenditure (Total monthly for Project)						
EPWP Certified Contractors						
Number of contractors						
Amount Spent (by Contractor)						
SMME Contractors						
Number of contractors						
Amount Spent						
Milestones	If milestone has been achieved provide the achievement date, otherwise indicate "NO" for each milestone not achieved.					
Project approved						
Consultant appointed						
Detailed Design specifications approved						
Tender report approved						
Construction started						
Implementation complete						
Actual Outputs						
Type of output						
Quantity achieved						
Date achieved						

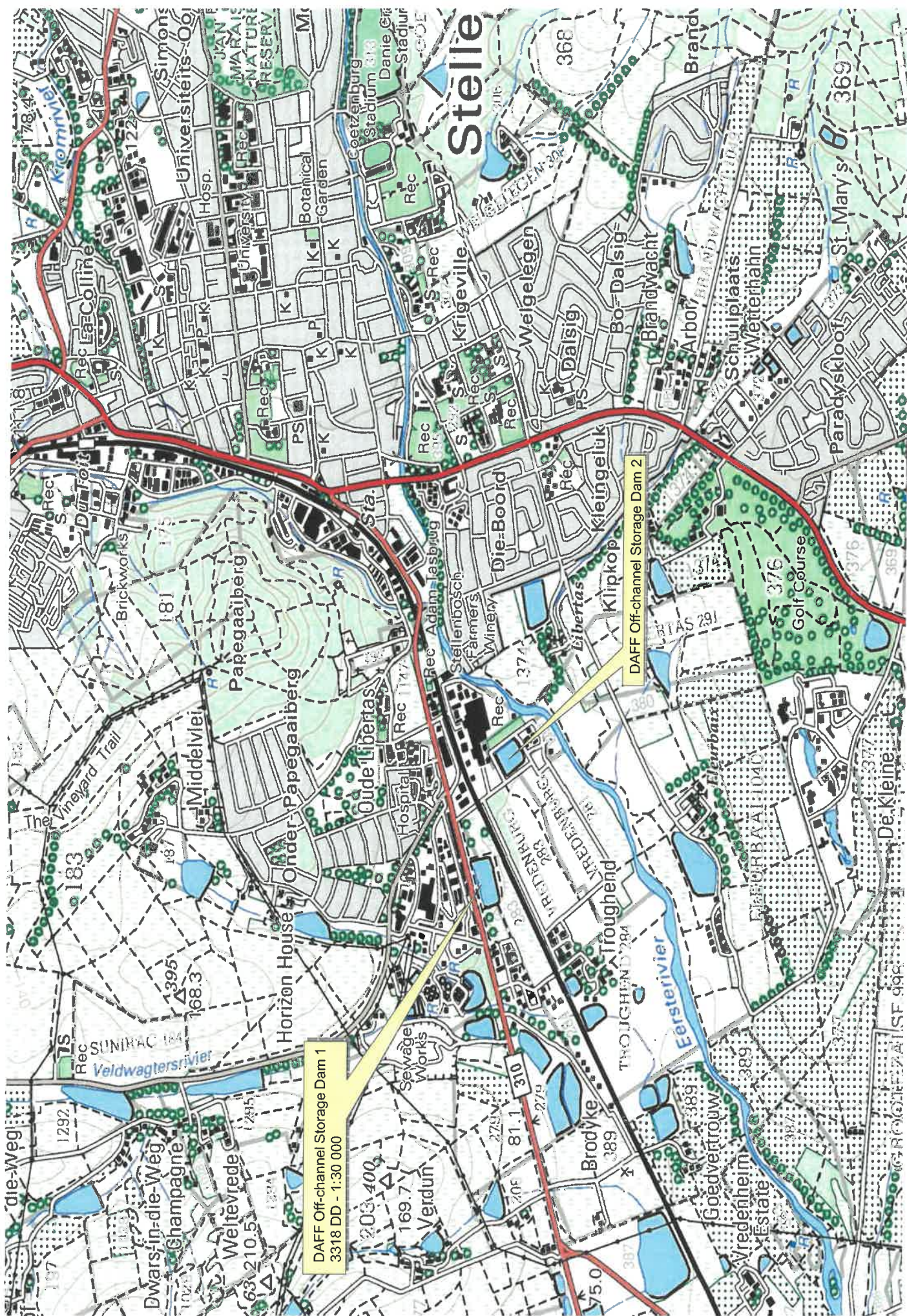
STELLENBOSCH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS, INCLUDING REPAIR OF DAM WALL

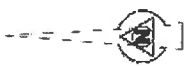
PART C4: SITE INFORMATION

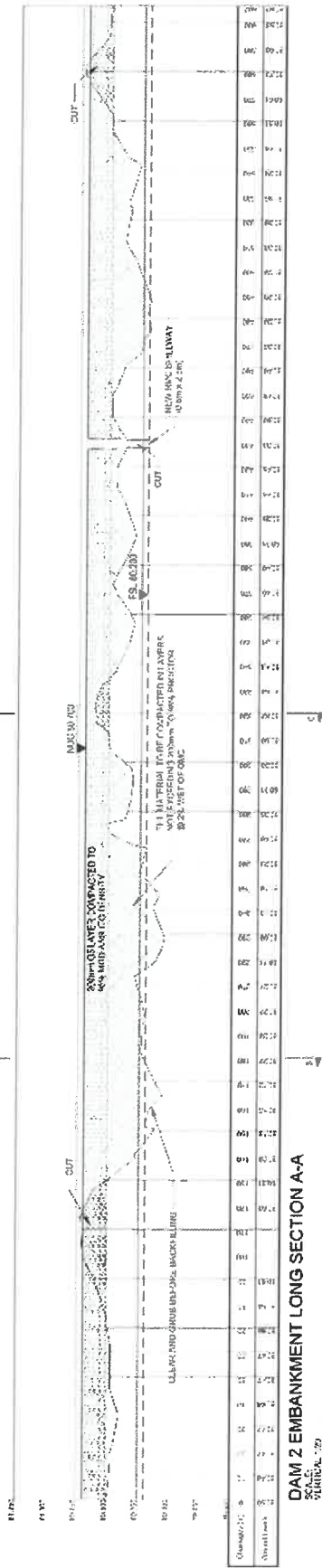
C4.1 Site Information (PG-03-1)

LIST OF DRAWINGS

Ref	Drawing No	Title
1		Topographical drawing
2	1703131 / D / 001	DAM 1 UPGRADE
3	1703131 / D / 002	DAM 2 UPGRADE
4	1703131 / D / 003	DAM 1 PLAN LAYOUT
5	1703131 / D / 004	DAM 2 PLAN LAYOUT
6	1701313-M-001-A	PIPELINE AND PUMP SYSTEM: SINGLE LINE DIAGRAM
7	1701313-M-002-A	PIPELINE AND PUMP SYSTEM: PIPELINE ROUTE
8	1701313-M-003-A-SHT1	PIPELINE AND PUMP SYSTEM: RAILWAY CROSSING DETAIL-SHT1
9	1701313-M-003-A-SHT2	PIPELINE AND PUMP SYSTEM: RAILWAY CROSSING DETAIL-SHT2
10	1701313-M-004-A	PIPELINE AND PUMP SYSTEM: IRRIGATION PUMP STATION-PIPING GENERAL ARRANGEMENT
11	1701313-M-005-A	PIPELINE AND PUMP SYSTEM: TRANSFER PUMP STATION-PIPING GENERAL ARRANGEMENT
12	1701313-S-001-A	ALTERATIONS TO EXISTING IRRIGATION PUMP STATION
13	1701313-S-002-A	ALTERATIONS TO EXISTING TRANSFER PUMP STATION
		SITE NAME BOARD

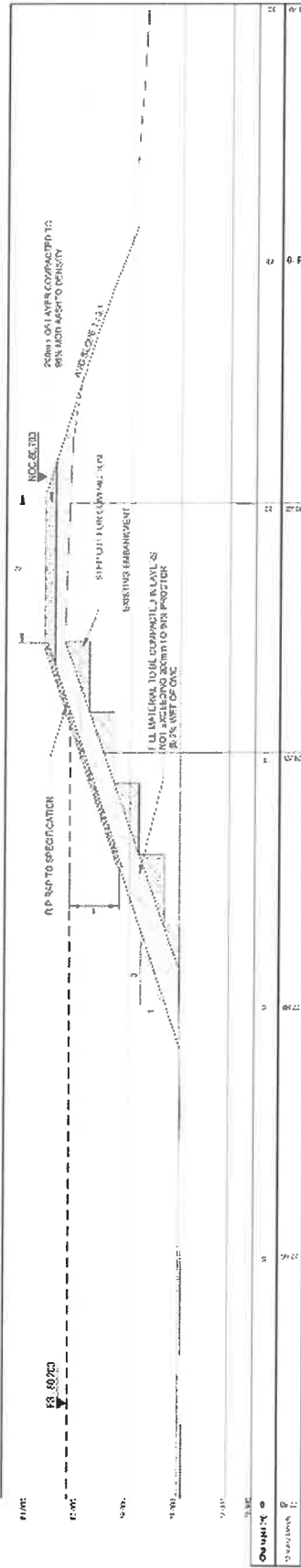






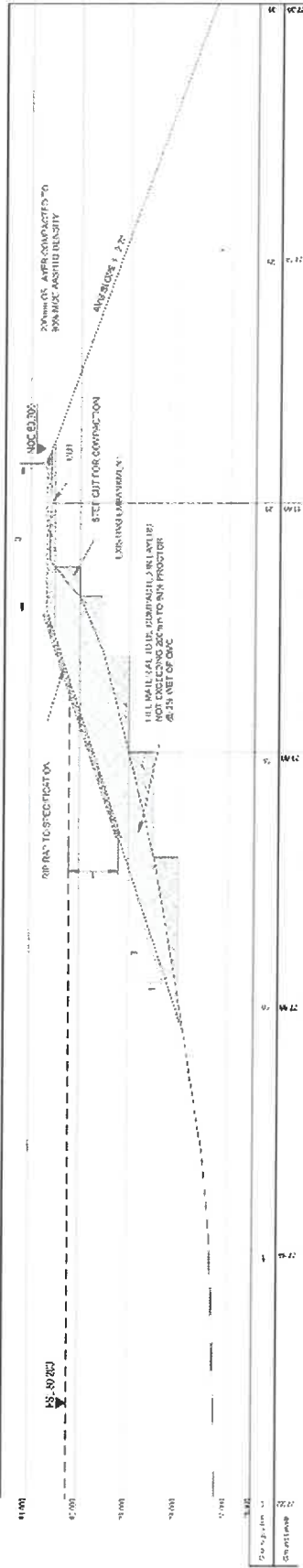
DAM 2 EMBANKMENT LONG SECTION A-A

SCALE 1:100



DAM 2 CROSS SECTION B-B

SCALE 1:25



DAM 2 CROSS SECTION C-C

SCALE 1:25

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Revised: as-built drawings in the
As-built Drawing Documents

Project: 1703131 / D / C02

Sheet: 1703131 / D / C02

Public Works & Infrastructure

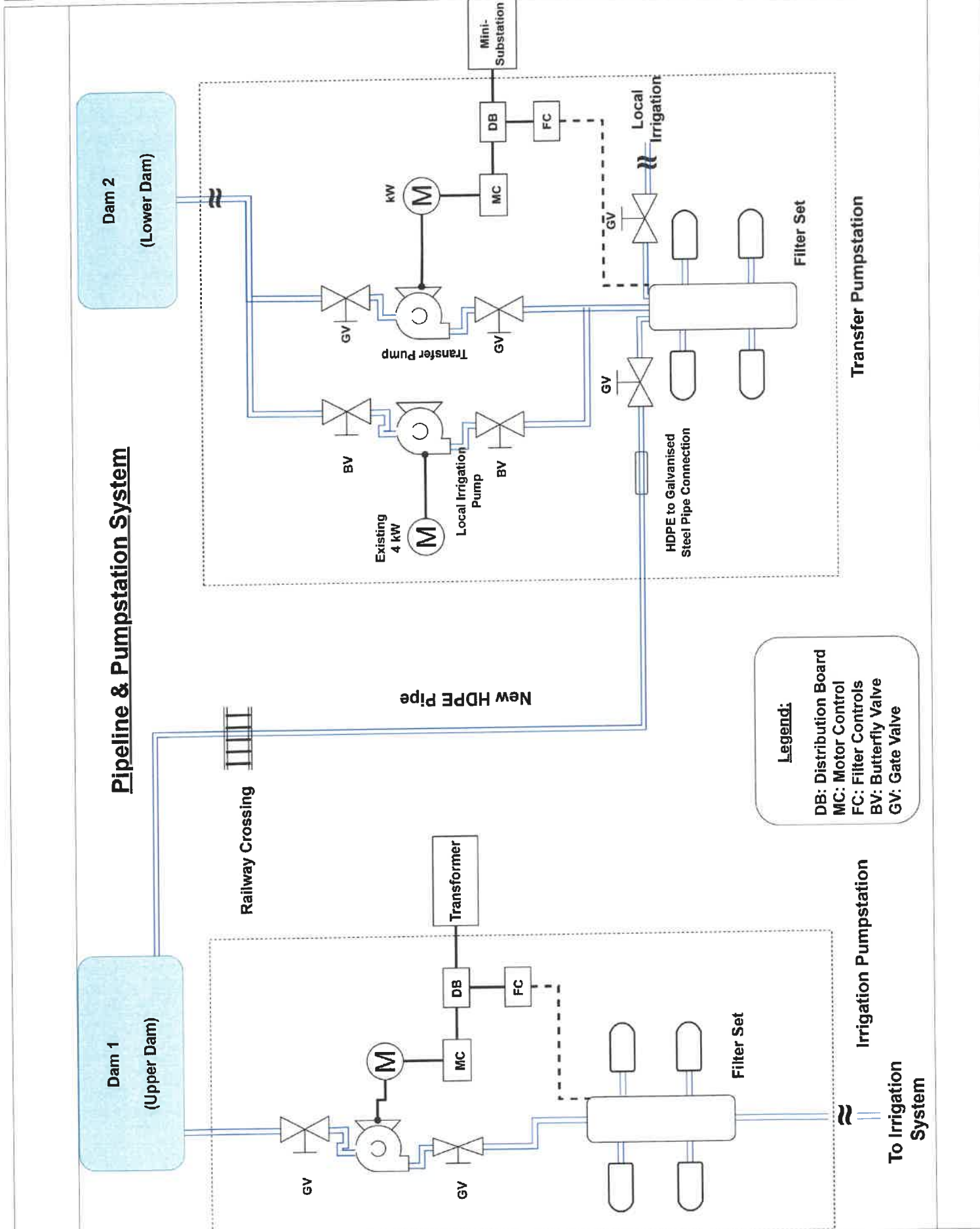
1703131 / D / C02

ELEMENT 2020

A New Start

CIVIL ENGINEERING

1703131 / D / C02



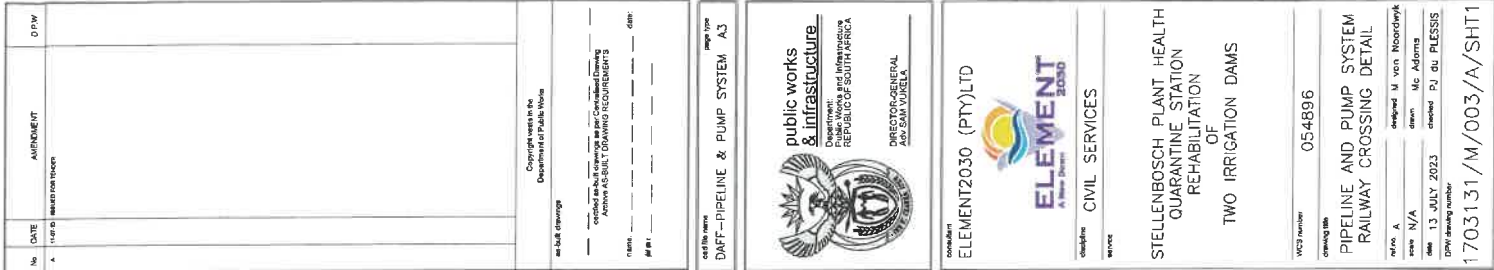
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1	10/04/2023	REVISION 1000	

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PROJECT NO.	
PROJECT NAME	
PROJECT TYPE	
DAFF-PIPELINE & PUMP SYSTEM A1	

public works & infrastructure REPUBLIC OF SOUTH AFRICA	
DIRECTOR-GENERAL AD SAHLINJEN	

ELEMENT2030 (PTY)LTD	
ELEMENT2030	
CIVIL SERVICES	
STELLENBOSCH PLANT HEALTH QUARANTINE STATION REHABILITATION OF TWO IRRIGATION DAMS	
WCL number 054896	
Drawing title PIPELINE AND PUMP SYSTEM PIPE LINE ROUTE	
Author A	designer M van Noordwyk
Issue N/A	drawn M. Adams
Date 13 JULY 2023	checked PJ du PLESSIS
Drawing number 1703131/M/002/A	

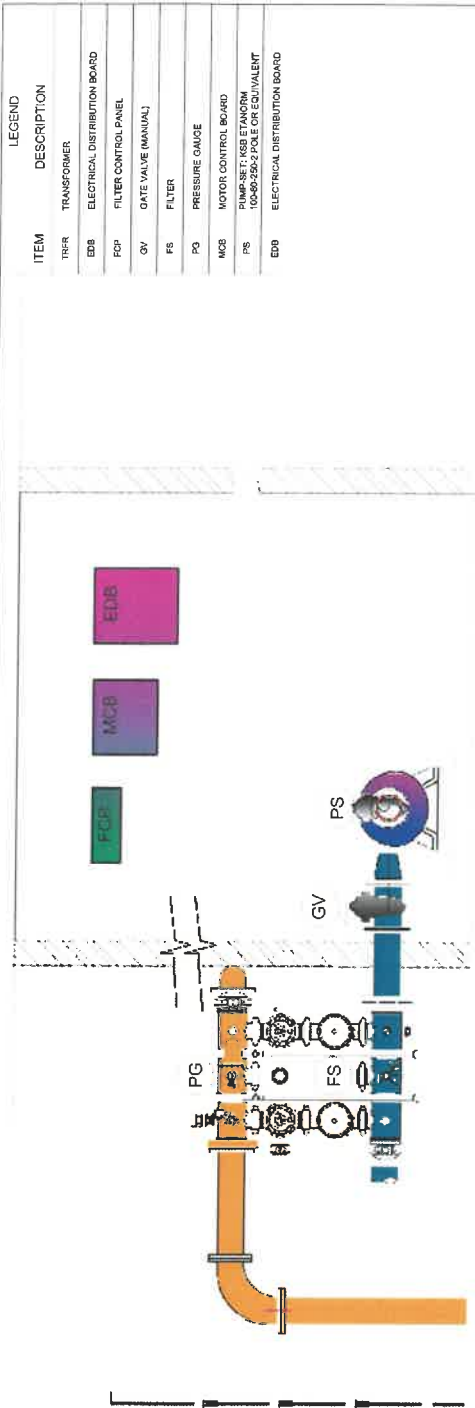




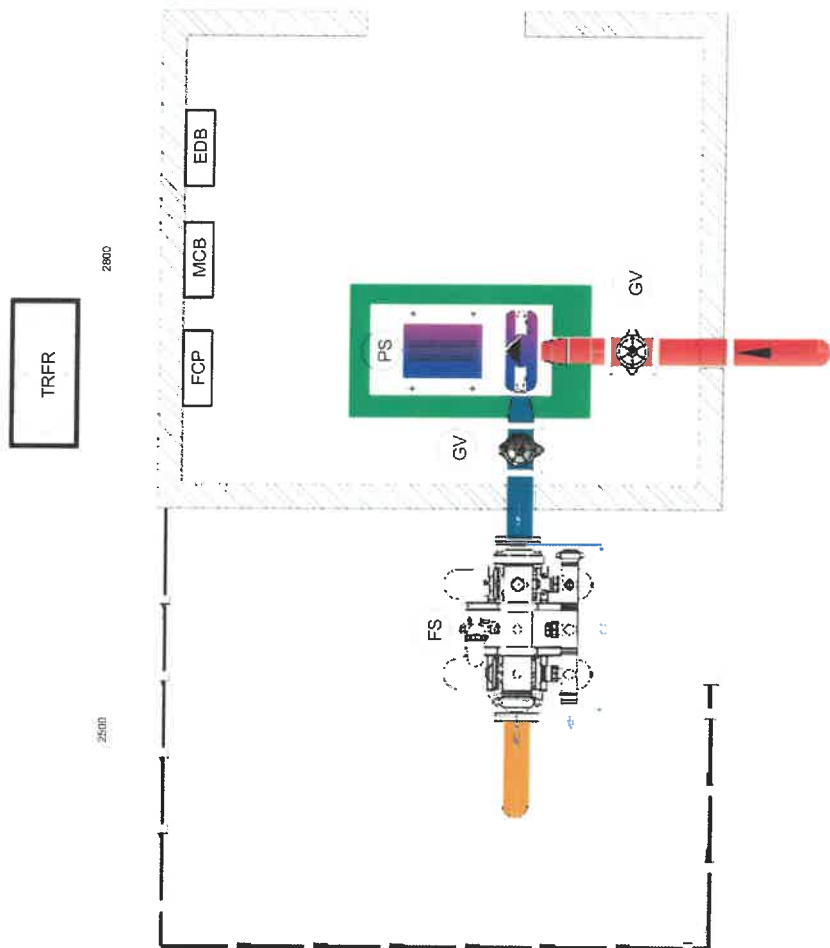
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1	14/10/20			

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<p>PROJECT: FIVE</p> <p>DISCIPLINE: CIVIL ENGINEERING</p> <p>DATE: 14/10/20</p> <p>VERSION: 1.0</p>	
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<p>PROJECT: FIVE</p> <p>DISCIPLINE: CIVIL ENGINEERING</p> <p>DATE: 14/10/20</p> <p>VERSION: 1.0</p>	



SECTIONAL ELEVATION

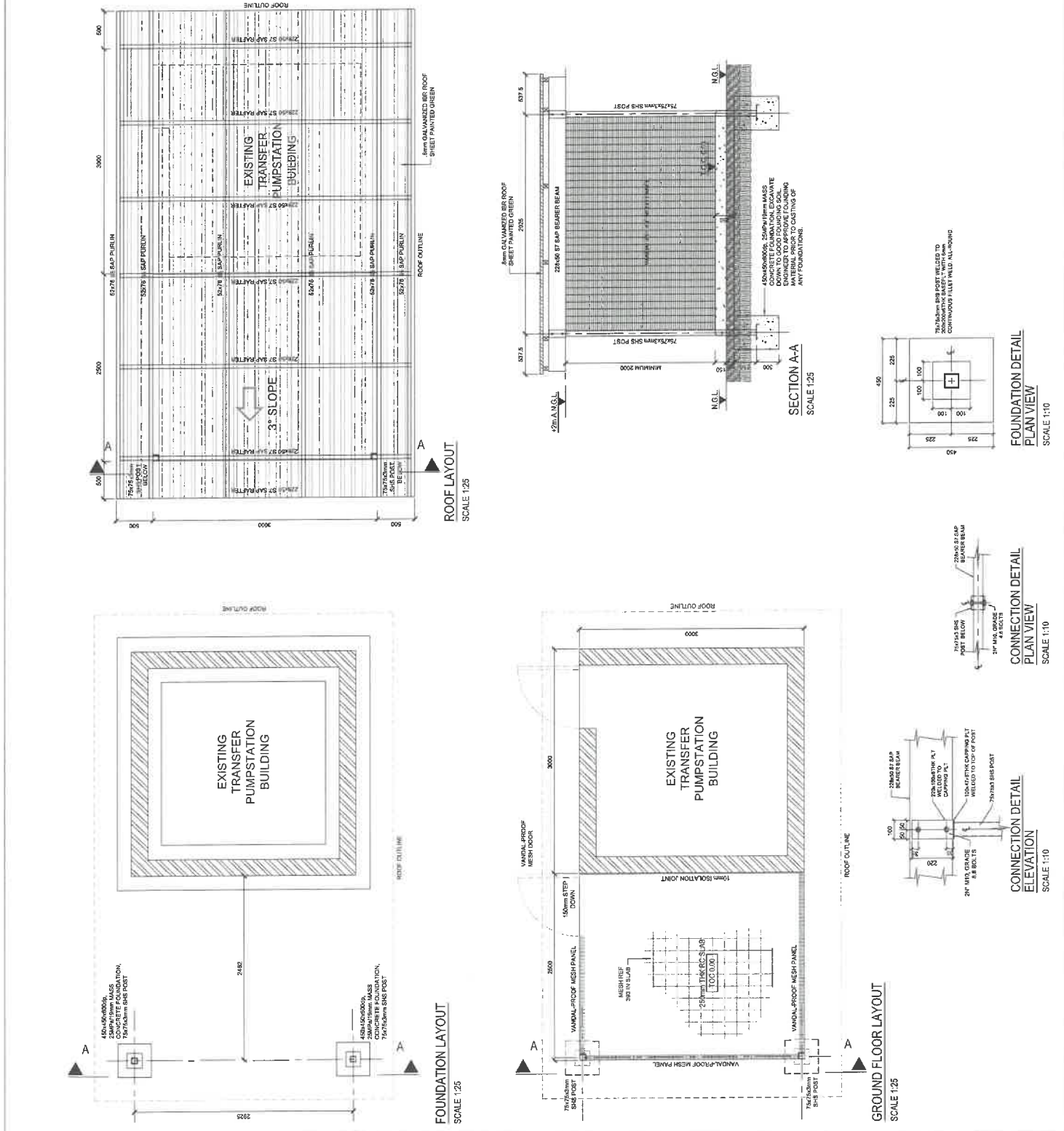
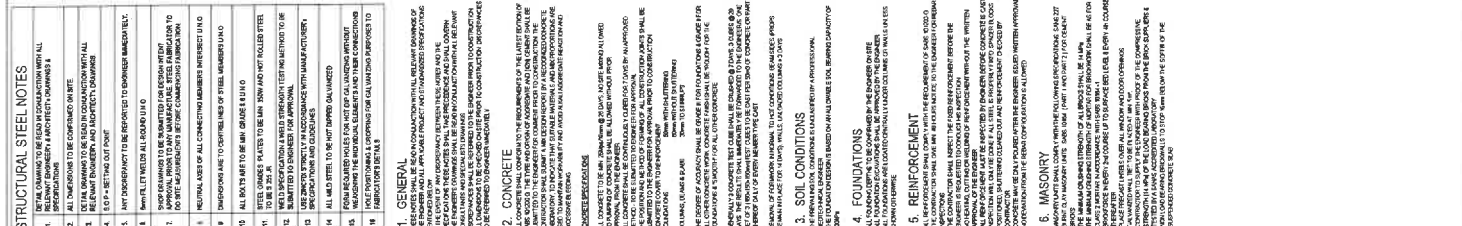


PLAN VIEW

ITEM	DESCRIPTION
LRS	LOCAL IRRIGATION PUMP SET
ECB	ELECTRICAL DISTRIBUTION BOARD
FCP	FILTER CONTROL PANEL
GV	GATE VALVE (MANUAL)
FS	FILTER
MGB	MOTOR CONTROL BOARD
TPS	TRANSFER PUMP SET: KSB ET NORM 80-650-260-2 POLE OR EQUIVALENT
EDB	ELECTRICAL DISTRIBUTION BOARD
FE	FENCING BY OTHERS




[illegible]



No.	DATE	AMENDMENT
1	FEB 2011	-CHANGE SCALE FROM 1:10 TO 1:5 (A2-A3 PAGE TYPE) -ADD DIMENSION LINE -CAD FILE NAME REPLACES DRAWING NUMBER -THE WORDING "(IN COLLABORATION WITH PWJ)" WAS REMOVED
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page type	A 3
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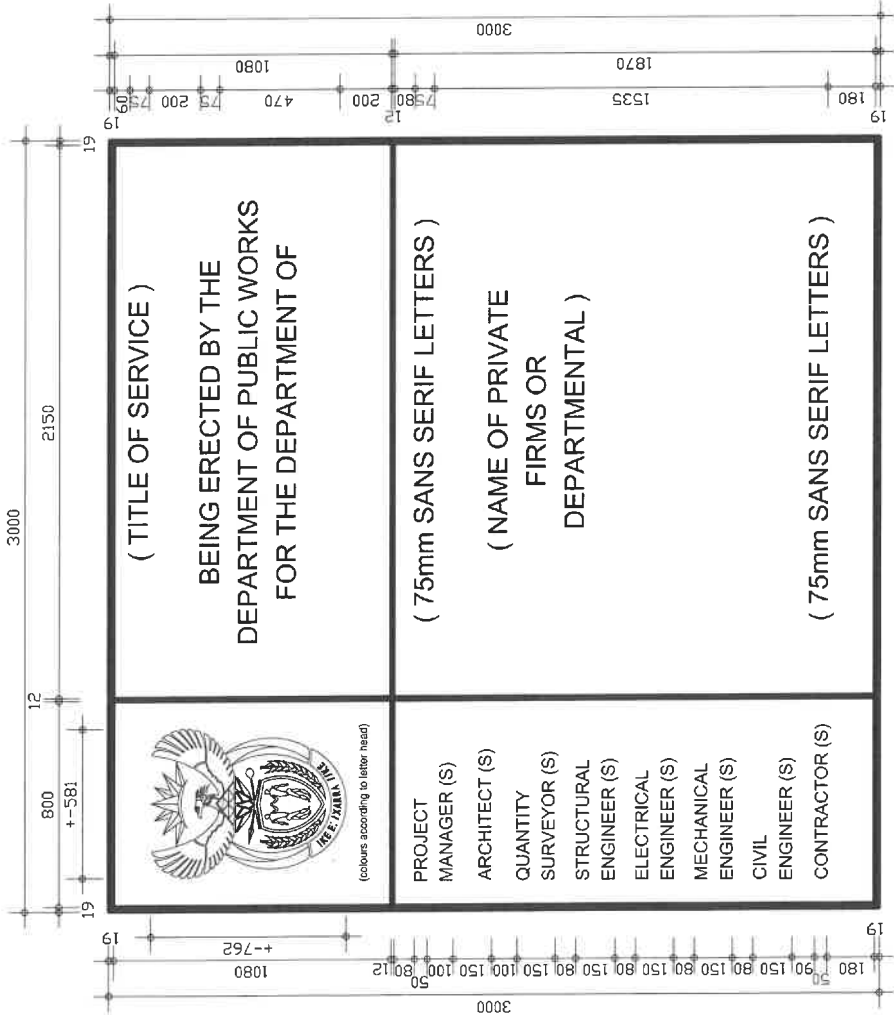
	public works Department: Public Works REPUBLIC OF SOUTH AFRICA DIRECTOR GENERAL MR. MZIMONKE DIABANTU
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departmental	DEPARTMENT PROFESSIONAL SERVICES		
discipline	ARCHITECTURAL SERVICES		
service	TYPE DRAWING		
type number	GEN 063		
drawing title	SITE NAME BOARD		
ref.no.	gen063	designed	UNKNOWDN
scale	1:5	drawn	DEPT.
date	FEB 2011	checked	DEPT.
cad file name gen063_site name board_ndpw2011			

NOTE

BOARD TO BE PAINTED IVORY
WHITE WITH STANDARD GREEN
(as on letterhead) LETTERING,
LINES AND SURROUNDING.
19mm THICK SURROUNDING LINE.
12mm THICK DIVISION LINES.
OMIT LETTERING AS REQUIRED.
BOARD TO REMAIN 3000mm HIGH.

DIMENSIONS SHOWN IN mm



SITE NAME BOARD
Scale 1:5