



MAQUASSI HILLS LOCAL MUNICIPALITY
UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS
CONTRACT NUMBER : MHLM/WSIG/01/2024/2025

VOLUME 1: CONTRACT DOCUMENT

The Municipality wishes to inform all bidders that a new requirement is being introduced as part of the Local Economic Empowerment, a minimum of 20% Joint Venture will be required for the below project.

NAME OF BIDDER :

:

Closing Date: 29 April 2025

Prepared for:

Maquassi Hills Local Municipality
Private Bag X3
WOLMARANSTAD
2630
Tel: (018) 596 1067

Compiled by:

Tsela Tsweu Consulting Engineers
1 Petrus Bosch Street
Welkom
9460
Tel: 057 352 7992
Fax: 086 548 7790



Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

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Maquassi Hills Local Municipality

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UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

TENDERING PROCEDURES

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Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

TENDER NOTICE AND INVITATION TO TENDER



Maquassi Hills Local Municipality

INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers with proven track records are invited to tender as follows:

Bid No.	Bid Description	CIDB Grading	Non-Refundable Fee	Contact Person for Technical Enquiries	Closing date	Site Briefing
MHLM/WSIG/01/20 24/2025	UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS	7CE or higher	R 1000	Mr N. Mwase mwasenel@gmail.com 018 065 0010 Ms Rosina Kgobe rosinahm@maquassihills.org 018 065 0010	29 April 2025	N/A

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Maquassi Hills Local Municipality on or before **29th of April 2024 at 12H00 Noon**. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. Bid Documents are obtainable from the 4th of April 2024 can be **downloaded free of charge** at www.etender.gov.za or www.MaquassiHills.gov.za.

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management. Bidders must be registered on the Central Supplier Database (CSD) for Government.

Failure to complete and submit the following MBD forms:

- MBD 1
- MBD 2
- MBD 3.1
- MBD 3.2
- MBD 3.3
- MBD 4
- MBD 6.1
- MBD 6.2
- MBD 6.4
- MBD 8
- MBD 9

- (a) Prospective Service Provider must be registered on the Central Supplier Database (Attach proof).
- (b) Joint Venture and Sub - Contractors must also be registered on the Central Supplier database (where applicable)
- (c) Functionality of 70 points must be scored to qualify for further evaluation.
- (d) Returnable documents to be attached as outlined in the Tender document, Failure to attach will lead to the bid to be unsuccessful.
- (e) Tender document will be downloadable on the e-Tender website (<http://www.etenders.gov.za/content/advertised-tenders>)

Sealed tenders duly endorsed with the tender number and description must be deposited into the tender box in the Finance foyer of Maquassi Hills Local Municipality, Wolmaransstad, 19 Kruger Street. Maquassi Hills Local Municipality reserves the right not to accept the lowest or any tender.

MUNICIPAL MANAGER
PRIVATE BAG X3
WOLMARANSSTAD
2630

TEL 018 065 0010

N.J. MBONANI
MUNICIPAL MANAGER

Notice No:
3rd April 2024



Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Maquassi Hills Local Municipality.
1.2	The tender documents issued by the employer comprise two volumes. Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document. Volume 2: Book of Drawings contains the drawings in the Drawing Register bound in the front of that volume.
1.3.2	Replace the sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): <ul style="list-style-type: none">- Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: 057 352 7992 Fax: 086 548 7790



Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>every member of the joint venture is registered with the CIDB;</p> <p>the lead partner has a contractor grading designation in the construction works "Civil Engineering" class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and</p> <ol style="list-style-type: none"> the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or higher class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
2.2	<p>Add the following to the sub-clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	No official tender briefing meeting will be held for this bid as follows:
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format – Priced Excel Bill) and by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Maquassi Hills Local Municipality, Cashiers Office, Physical address : 18A Kruger Street, Wolmaransstad, 2630 Identification details : Tender no. MHLM/WSIG/01/2024/2025: The Maquassi Hills Local Municipality – Upgrading of Outfall Sewer in Wolmaransstad Extensions.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	A two-envelope procedure will not be followed.
2.13.10	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	Add the following to the clause:



Clause	Addition or Variation to Standard Conditions of Tender
	<p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Schedule of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 12:00, on Tuesday the 29th of April 2025</p> <p>Location : Tender Box of Maquassi Hills Local Municipality, Cashier's Office, 18A Kruger Street, Wolmaransstad, 2630</p>
2.16.1	The tender offer validity period is 90 days.
2.16.2	Add the following to the clause:



Clause	Addition or Variation to Standard Conditions of Tender
	If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.5	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ol style="list-style-type: none"> Specific Goals will be considered for both Leading and JV partner. Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, Unincorporated or Joint Venture Agreement (if tenderer is a Joint Venture), Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Health and Safety Act (Act 85 of 1993).</p> <p>f) Municipal Account or Lease of agreement for both Company and Directors. Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with SAPS affidavit clearly stating that the bidder does not pay rates and taxes.</p> <p>n) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above,</p> <p>o) Proof of CSD registration. (in case of Unincorporated JV, separate CSD's must be submitted)</p>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	<p>Tenders will be opened in public immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not be followed.</p>
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) If a bill of quantities (or schedule of quantities) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.</p> <p>b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p>



Clause	Addition or Variation to Standard Conditions of Tender
3.11.1	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to $(100-W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed.</p> <p>Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000,00 (50 million); or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000,00 (50 million).</p>
3.11.7	The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.16.2	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.</p>
3.17	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



Maquassi Hills Local Municipality

TENDER NO. MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

END OF SECTION



Maquassi Hills Local Municipality

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UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

1.2 Tender Documents

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



1.3 Interpretation

- 1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- 1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- 1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
 - b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
 - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
 - f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and employer's agent

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

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



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- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.
- 1.6 Procurement procedures
- 1.6.1 General
- Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
- 1.6.2 Competitive negotiation procedure
- 1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- 1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.
- 1.6.3 Proposal procedure using the two stage-system
- 1.6.3.1 Option 1
- 1.6.3.1.1 Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each
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responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

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

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

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

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

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

2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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



to take the addenda into account.

2.7 Clarification meeting

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

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

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

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

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

2.11 Alterations to documents

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

2.12 Alternative tender offers

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

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender



data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

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

2.14 Information and data to be completed in all respects

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



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- 2.15 Closing time
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 Tender offer validity
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".
- 2.17 Clarification of tender offer after submission
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- 2.18 Provide other material
- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
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2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

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

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

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

3.2 Issue Addenda



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- If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- 3.3 Return late tender offers
- Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- 3.4 Opening of tender submissions
- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.
- 3.5 Two-envelope system
- 3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- 3.6 Non-disclosure
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- 3.7 Grounds for rejection and disqualification
- Determine whether there has been any effort by a tenderer to influence the processing of
-



tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

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

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

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

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

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

3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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



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

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

3.10 Clarification of a tender offer

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

3.11 Evaluation of tender offers

3.11.1 General

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

3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

In the case of a financial offer and preferences:

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



following formula:

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

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

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

3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

3.11.5 Method 4: Financial offer, quality and preferences



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

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

$$T_{EV} = N_{FO} + N_p + N_q$$

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

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

3.11.6 Decimal places

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

3.11.7 Scoring Financial Offers

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer; and
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and
 A is the number calculated using the formula and option described in table 1 as stated in the tender data.



Table 1 – Formula for calculating the value of A^a

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.8 Scoring preferences

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

3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_o / M_s$$

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

3.12 Insurance provided by the employer

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

3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform



the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

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

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

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

3.15 Complete adjudicator's contract

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

3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

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



3.18 Provide written reasons for actions taken

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

END OF SECTION



Maquassi Hills Local Municipality

TENDER MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

RETURNABLE DOCUMENTS

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SECTION T2.2	RETURNABLE SCHEDULES	T2.2.1

END OF SECTION



Maquassi Hills Local Municipality

TENDER MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) Specific Goals for both Lead and JV partner will be required.
 - b) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
 - c) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
 - d) Unincorporated or Joint Venture Agreement (if tenderer is a Joint Venture),
 - e) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
 - g) Municipal Account or Lease of agreement for both Company and Directors.
 - Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with SAPS affidavit clearly stating that the bidder does not pay rates and taxes.
 - g) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above,
 - h) Proof of CSD registration. (in case of Unincorporated JV, separate CSD's must be submitted)

The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract. The submission of the following Returnables is mandatory and will lead to disqualification:

- a) Company Registration Document (CIPC) – certified
- b) ID copies of the director(s) – certified
- c) Copy of Letter of good standing (COIDA) – certified
- d) Copy of SARS Tax Clearance Certificate (Valid, not Expired) – certified.
- e) Municipal Account or Lease Agreement NOT Proof of Residence (Company and Director(s))
 - Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with SAPS affidavit clearly stating that the bidder does not pay rates and taxes.
- f) Copy of CIDB Registration Certificate – certified
- g) Valid CSD Certificate
- h) 3-year audited financial statements or Stamped Business Bank Statements for verification of turnover



- i) JV Agreement in case of bidders tendering as a Joint Venture (both Lead and JV Partner must furnish the Municipality with the above-mentioned documents where applicable)
2. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 2 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/01/2024/2025

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

RETURNABLE SCHEDULES

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FORM T2.2.1 - ALTERATIONS BY TENDERER

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

Page and Clause/Item	Alteration / Amendment

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.2 - DECLARATION OF INTEREST

MBD 4

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....

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

3.9.1 If so, furnish particulars.

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

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

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



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works of a **similar nature** successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			

NOTE:

Only the projects listed in the above table will be evaluated for Bidder's experience points of similar projects completed as per below listed criteria.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

SIGNED ON BEHALF OF TENDERER	DATE:



FORM T2.2.4 - PRESENT COMMITMENTS

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Construction Manager (1) _____							
Construction Manager (2) _____							
Contractor's Foremen (1) _____							
Contractor's Foremen (2) _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CV's and certified copies of qualifications must be attached in order to qualify for points

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.6 - LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader



An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.



FORM T2.2.7 - LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Construction Manager		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



MBD 9

FORM T2.2.8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a **pe se** prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



MBD 9

- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.



MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM T2.2.9 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

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

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

3. Does the Contractor have a health and safety policy? If yes, provide a copy. How is this policy communicated to all employees? **YES / NO**

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training programme in place? If yes, provide a copy. **YES / NO**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.10 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract :

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.11 - SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.13 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Name of Lead Firm _____

A signed original certified copy of the joint venture agreement showing clearly the percentage contribution of each partner to the joint venture shall be appended to this schedule.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.15 - TAX CLEARANCE CERTIFICATE

A printed Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

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

CONTRACTOR'S TAX COMPLIANCE STATUS PIN

--

& PARTNER

--

SIGNATURE OF TENDERER	DATE:

SIGNATURE OF TENDERER	DATE:



FORM T2.2.16 - CONTRACTOR'S CRS NUMBER FOR CIDB GRADING

Each party to a Joint Venture shall provide their CRS number.

CONTRACTOR'S CRS NUMBER

--

& PARTNER

--

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.17 - CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code :

& PARTNER

Name of Bank:

Account Name:

Account Number:

Branch Code :

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



MBD 8

FORM T2.2.18 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? Attach proof not older than three months.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration (*Form T2.2.18*) in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.19 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

CONTRACT NUMBER MHLM/WSIG/01/2024/2025: MAQUASSI HILLS LOCAL MUNICIPALITY - UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

I, _____, the
undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

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

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.



**FORM T2.2.20 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING
AMOUNTS OWED TO COUNCIL**

TO:	THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

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

51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the Maquassi Hills Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from Maquassi Hills Local Municipality or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

--	--

SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS



FORM T2.2.21 - RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER



FORM T2.2.22 - QUALITY CRITERIA AND POINTS CLAIMED

1. Points for Quality Threshold

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated the sections below.

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification) NB If completion certificate is issued by the Main Contractor also attach the Letter of Appointment of the main Contractor with the Client's stamp. - (35 points max) and contact details of Client	At least Five (5) completed (Sewer Piping projects) in the past 5 years	35	Appointment letter & completion certificates
	At least four (4) completed (Sewer Piping projects) in the past 5 years.	20	Appointment letter & completion certificates
	At least four (3) completed (Sewer Piping projects) in the past 5 years.	15	Appointment letter & completion certificates
	At least two (2) completed (Sewer Piping projects) supply in the past 5 years.	10	Appointment letter & completion certificates
	Less than 2 projects completed	0	Appointment letter & completion certificates
Qualifications and experience of a construction manager - (15 points max)	NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience (Sewer Piping projects).	15	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with SACPCMP and at least 5 years' experience (Sewer Piping projects).	10	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with less than five (5) years' experience (Sewer Piping projects).	5	CV with Certified Copy of Qualifications to be attached



Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of foreman - (10 points max)	5 or more years' experience in Sewer construction projects	10	Curriculum Vitae to be attached
	3 to 4 years' experience in Sewer construction projects	5	Curriculum Vitae to be attached
	1 to 3 years' experience in Sewer construction projects	3	Curriculum Vitae to be attached
	No submission	0	None
Locality of Bidder or Joint Venture (15 points max)	Within Maquassi Hills Local Municipality	15	Municipal account of not more than three Months old
	Within District Municipality	12	Municipal account of not more than three Months old
	Within Province	8	Municipal account of not more than three Months old
	Outside Province	5	Municipal account of not more than three Months old
Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender verification purposes (25 points - max)	Tenderer Own All Plant required for All roads construction projects:		
	TLB – 4 points	19	Certified Copies of Plant Ownership documents to be attached
	Excavator – 4 points		
	Tipper Truck – 4 points		
	Water Tanker – 2 points		
	Pedestrian Roller – 3 points		
	Crane Truck – 2 points		
	For ownership, please score extra 1 point per Plant type	6	Certified Copies of Plant Ownership documents to be attached
	For hired Plant score 1 point for submission of the letter.	1	Letter of intent to supply with Plant.

NB: The Threshold for qualifying into the next stage is minimum 70 points.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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



PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and Model	
-	Country of Origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/Not firm
-	Delivery basis	

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

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

*Delete if not applicable



MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....

Bid number.....

Closing Time

Closing Date

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

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

Required by:

.....

- At:

.....

- Brand and model

.....

- Country of origin

.....

- Does the offer comply with the specification(s)?

*YES/NO

- If not to specification, indicate deviation(s)

.....

- Period required for delivery

.....

- Delivery:

*Firm/Not firm

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

*Delete if not applicable



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



MBD 3.3

PRICING SCHEDULE (Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project	R.....
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	
4.	PERSON AND POSITION HOURLY RATE DAILY RATE	
	-----	R-----
	-----	R-----
	-----	R-----
	-----	R-----
	-----	R-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	
	-----	R----- days
	-----	R----- days
	-----	R----- days
	-----	R----- days
5.1	Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.	
	DESCRIPTION OF EXPENSE TO BE INCURRED RATE QUANTITY AMOUNT	
	----- R.....
	----- R.....
	----- R.....
	----- R.....

TOTAL: R.....

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



- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index
-
-
-

*[DELETE IF NOT APPLICABLE]



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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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



Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

** Note to 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 (80/20 system) (To be completed by the organ of state)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
• Locality (within Maquassi Hills Local Municipal)	5	Statement of Municipal Rates and Taxes of not more than Three Months	
• Women	5	Identity document	
• Youth (18 to 35)	5	Identity document	
• People with disabilities	5	Letter from the medical doctor confirming the disability	



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:

.....

.....

.....



MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	



MBD 7.1

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE



MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

Version 1 2023



MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
 14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
 15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
 16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 19. I confirm that I am duly authorised to sign this contract.

WITNESSES	
1
3.
DATE:
- NAME (PRINT)
- CAPACITY
- SIGNATURE
- NAME OF FIRM
- DATE

¹ "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.



MBD 7.3

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS

PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)

7. I..... in my capacity as.....
accept your bid under reference numberdated.....for the leasing of
property/ purchase of goods/services indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the leased property/ goods/services available in accordance with the terms and
conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE

Version 1 2023

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

CONTENTS OF VOLUME 1

DESCRIPTION	COLOUR
PORTION 2 CONTRACT	
Part C1 Agreements and contract data	Yellow
Section C1.1 Form of Offer and Acceptance	
Section C1.2 Contract data	
Part C2 Pricing Data	Yellow
Section C2.1 Pricing Instructions	
Section C2.2 Schedule of Quantities	
Part C3 Scope of work	Blue
Section C3.1 Description of the Works	
Section C3.2 Engineering	
Section C3.3 Procurement	
Section C3.4 Construction	
Section C3.5 Management	
Section C3.5.1 Management of Works	
Section C3.5.2 Health and Safety Specification	

END OF SECTION



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/05/2023/24

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

FORM OF OFFER AND ACCEPTANCE

OFFER

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

Maquassi Hills Local Municipality: Upgrading of Outfall Sewer in Wolmaransstad Extensions.

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

The offered total of the Prices inclusive of Value Added Tax is -

RANDS.....

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

Signature(s) _____

Name(s) _____



Capacity _____

for the tenderer _____

(Name and address of organisation)

Name & signature

of witness _____

Date _____



ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the, conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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



Signature(s) _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Name & signature

of witness _____ Date _____



SCHEDULE OF DEVIATIONS

Notes :

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

1. **Subject**

Details

2. **Subject**

Details

3. **Subject**

Details

4. **Subject**

Details

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



It is expressly agreed that no other matter whether 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.

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.



Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	<p>Add the following:</p> <p>"Schedule of Quantities" means the document so designated in the Pricing Data, and forming part of the written instruction by the Employer's Agent to the Contractor to execute the specified portion of works.</p>
1.1.1.5	<p>Add the following to the clause:</p> <p>The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.</p>
1.1.1.7	<p>Add onto the word "parties" in the last sentence:</p> <p>"..... and shall include any written instruction by the Employer's Agent to the Contractor to execute any specified portion of the works."</p>
1.1.1.9	<p>"Contract Price" means the total estimated value of different portions of the works executed by the Contractor on instruction and approval by the Employer's Agent.</p>
1.1.1.13	<p>Add the following to the end of this definition:</p> <p>The Defects Liability Period is 12 months.</p>
1.1.1.14	<p>Add the following to the end of this definition:</p> <p>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of a specified portion of work shall be as per works instruction.</p> <p>The time for completion of all works under this project shall be 8 months. The Employer also reserves the right to reallocate works to another Contractor, should the Contractor not perform adequately.</p>
1.1.1.15	<p>The Employer is Maquassi Hills Local Municipality.</p>
1.1.1.16	<p>For this specific contract only, the word "Employer's Agent" means any Registered Professional appointed, generally or specifically by Maquassi Hills Local Municipality to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.</p>



Clause	Contract Data
1.1.1.25	"Pricing Data" means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his price.
1.1.1.26	The pricing strategy is Re-measurement Contract for each portion of works and/or instruction.
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <ul style="list-style-type: none"> - Maquassi Hills Local Municipality 19 Kruger Street, WOLMARANSSTAD 2630
1.3.6	<p>Replace this clause with:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.1	<p>Add the following words into to the sentence....</p> <p>..... <i>"shall be a registered professional in a built environment profession with a minimum of 10 years' experience that is appropriate to"</i></p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of</p>



Clause	Contract Data
	<p>Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Ministerial Determination, Special Public Works Projects, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>



Clause	Contract Data
	<p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.4.4	<p>Add the following to the clause:</p> <p>.... 30 % of the construction amount should be spend locally within the Maquassi Hills LM project area. The cost of local labour, local sub-contractors and local suppliers will form part of the 30%.</p>



Clause	Contract Data
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial construction programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>



$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

- V = Extension of time in calendar days for the calendar month under consideration
- N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded
- R_w = Actual total rainfall in mm recorded during the calendar month under consideration
- N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter
- R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

Regional rainfall records will be applicable to this. The following values of N_n and R_n shall apply:



Clause

Contract Data

Month	R _n (mm)	N _n (days)
January	102	10.3
February	79	8.5
March	71	8.7
April	53	5.9
May	18	2.4
June	7	1.3
July	5	1.0
August	9	1.1
September	20	2.6
October	57	6.2
November	75	8.6
December	75	9.2
Total	571	66

5.13.1 The penalty for failing to complete the Works is R5 000/day per phase of works and/or Employer's Agent's instruction.

5.13.3 Add the following new Clause.

The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.

5.13.4 Add the following new Clause:

If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:

- fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or
- utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or
- utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;



Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p>
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of a payment claim up to a maximum of 5% of the total construction value per Works Instruction.
6.11.1.3	Delete this clause in total.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.2.1.3.5	Add the following to this Clause:



Clause	Contract Data
	... or is find to deliver poor performance in the execution of the scope of work or any part thereof,
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE

Clause	Contract Data
1.	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,15 a=0,15 b=0,20 c=0,55 d=0,10</p>
2.	<p>Replace the definitions of the relevant indices with the following:</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area of North West as published in the Consumer Price Index Statistical Release PO 141.1 (Table 7.1 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release PO 142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel oil – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>



Part 2: Data provided by the Contractor

Clause	Contract Data						
1.1.1.9	<p>The name of the Contractor is:</p> <p>_____</p> <p>_____</p>						
1.2.1.2	<p>The address of the Contractor is:</p> <p>_____</p> <p>_____</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit</td><td></td></tr> <tr> <td>Performance guarantee</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit		Performance guarantee	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit							
Performance guarantee							

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

(To be supplied on the
official letterhead
of "The Bank/Company")

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

.....

"Employer" means: Maquassi Hills Local Municipality

"Contractor" means:

"Employer's Agent" means:

"Works" means: **PROJECT: UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS.**

"Site" means: **As per site layout drawing included in Volume 2 of the Tender document.**

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

"Contract Sum" means: The Contract Amount in terms of the Form of Offer and Acceptance.

Amount in words: Contract Sum written out in words.

"Guaranteed Sum" means: The maximum aggregate amount of 10% of the Contract Amount at the time that the agreement comes into effect



Amount in words: Guaranteed Sum written out in words.

"Expiry Date" means: 14 Days after receipt of Certificate of Completion.

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.



-
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
 8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee to the Employer.
 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
-



14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this _____ day of _____ 20____

at _____ (place)

Guarantor's Signatory

1. _____
Signature Name

Capacity

2. _____
Signature Name

Capacity

As Witnesses:

1. _____
Signature Name

2. _____
Signature Name

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

PRICING DATA

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5.	Payments	C2.1.5
PART C2.2	SCHEDULE OF QUANTITIES	C2.2.1

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	: The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	: The number of units for each item.
Rate	: The payment per unit of work at which the tenderer tenders to do the work.
Amount	: The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	: An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for State Road Authorities.

The Schedule of Quantities has been drawn up in accordance with the South African Standard System for measuring building work. (6th edition – revised February 1999). The items in the Schedule are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specification and directives on the drawings, that set out



what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to items of payment described in Part B amendments to the standard specification.

The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

3. QUANTITIES

- 3.1 The quantities given in the Schedule of Quantities are for the evaluation of the tender only (Rates only contract for three years) and is not an indication of the actual quantities that may be required for the contract. Quantities will be measure during the execution of the work. The quantities finally accepted and certified for payment and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.
- 3.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Standard 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.



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

4. RATES

- 4.1 The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 4.2 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required. "Rate Only" items have been included where:

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

- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

- 4.6 All rates and sums of money quoted in the Schedule of Quantities shall be in **whole Rands only**. Cent shall be discarded.

- 4.7 All prices and rates entered in the Schedule of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Schedule of Quantities.



-
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Reasonable compensation will be established where no payment item appears in respect or work required in terms of the Contract which is not covered in any other pay item.
- 4.10 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly with a single line. The correct figures must be entered above or adjacent to the crossed-out entry, and the alteration must be initialled by the Tenderer.
- 4.11 Arithmetical errors found in the Schedule of Quantities shall be dealt with as set out in the Tender Data.
- 4.12 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities, and separate additional payments will not be made.
- 4.13 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for Schedule 1 Preliminary & General: Contractors Establishment on Site and General Obligations (Fixed-, value- and time-related obligations) charges exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and VAT).
 - (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.
- 4.14 Any such unbalanced tender may be rejected if, after seven (7) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.



5 PAYMENTS

- 5.1 Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out, relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, and any quantity of work in excess of that prescribed shall be excluded.

END OF SECTION

SCHEDULE 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.1	SABS 1200A	SCHEDULE 1 : GENERAL				
1.1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1.1	8.3.1	Contractual Requirements				
		Contractual requirements including all sureties and insurance	Sum	1.00		
1.1.2	8.3.2PSA 16.1	First Establishment of Facilities on the Site at the Depot or Contractor's Main Camp for the Contract :				
	8.3.2.1	a) Facilities for Engineer (SABS 1200 AB)				
		i) Nameboard (Two required) (PSAB1)	No.	2.00		
		ii) Furnished Office (PSAB2)	Sum	1.00		
		iii) Cellular telephone and combination fax telephone (One each required) (PSAB3)	Sum	1.00		
		iv) Survey Equipment (PSAB6)	Sum	1.00		
		v) Carport (PSAB7)	Sum	1.00		
		vi) Personal Computer and printer (PSAB4)	Sum	1.00		
		vii) Digital Camera (PSAB8)	Sum	1.00		
		viii) Survey Assistants (PSAB5)	Sum	1.00		
	8.3.2.2	b) Facilities for Contractor				
		i) Offices and storage sheds	Sum	1.00		
		ii) Workshops	Sum	1.00		
		iii) Living accommodation	Sum	1.00		
		iv) Ablution and latrine facilities	Sum	1.00		
		v) Tools and equipment	Sum	1.00		
		vi) Water, Electric power and Communications	Sum	1.00		
		vii) Dealing with water	Sum	1.00		
		viii) Access	Sum	1.00		
		ix) Plant	Sum	1.00		
1.1.3	8.3.3	Other fixed charge obligations				
		All other fixed charge and obligations	Sum	1.00		
1.1.4	8.3.4 PSA16.2	Removal of contractor's site establishment on completion of contract or interim de-establishment (only on written instruction)	Sum	1.00		
Total Carried Forward						

SCHEDULE 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
	8.3.4PSA1 6.4	Additional establishment cost to the contractor when re-establishing (Only on written instruction)	Sum	1.00		
1.2	8.4 PSA 16.5	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	month	8.00		
1.2.2	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for the duration of Construction (SABS 1200AB)				
		i) Nameboards (PSAB1)	month	8.00		
		ii) Furnished Office (PSAB2)	month	8.00		
		iii) Telephone (PSAB3)	month	8.00		
		iv) Survey Equipment (PSAB6)	month	8.00		
		v) Carport (PSAB7)	month	8.00		
		vi) Personal Computer (PSAB4)	month	8.00		
		vii) Digital Camera (PSAB8)	month	8.00		
		viii) Survey Assistants (PSAB5)	month	8.00		
	8.4.2.2PS7	b) Facilities for Contractor for duration of construction, except where otherwise stated				
		i) Offices and storage sheds	month	8.00		
		ii) Workshops	month	8.00		
		iii) Living accommodation	month	8.00		
		iv) Ablution and latrine facilities	month	8.00		
		v) Tools and equipment	month	8.00		
		vi) Water supplies, electric power and communications	month	8.00		
		vii) Dealing with water	month	8.00		
		viii) Access	month	8.00		
		ix) Plant	month	8.00		
1.2.3	8.4.3	Supervision for duration of construction	month	8.00		
1.2.4	8.4.4	Company and head office overhead costs for the duration of the contract	month	8.00		
<i>Total Carried Forward</i>						

SCHEDULE 1 : GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
1.2.5	8.4.5	Other time related obligations. All other time related obligations, including custody of drawings and programme to be furnished.	month	8.00		
<i>Total Carried Forward To Summary</i>						

SCHEDULE 2 : PROVISIONAL SUMS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.		SCHEDULE 2 : SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3	PSA11	SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3.1	PSA11.3	Materials for Dayworks	P.Sum			50 000
2.3.2		Overheads, charges and profit on Item 2.3.1	%	50 000.00		
2.3.3	PSA11.4	Royalties for Borrow Materials	P.Sum			100 000
2.3.4		Overheads, charges and profit on Item 2.3.3	%	100 000.00		
2.3.5		Jacking of pipes underneath the N12 Road next to Trotsville by a specialist sub-Contractor as indicated on drawings	P.Sum			2 249 200
2.3.6		Overheads, Charges and Profit on Item 2.3.5	%	2 249 200.00		
2.3.7		Jacking of pipes underneath the Railway line next to Trotsville by a specialist sub-Contractor as indicated on drawings	P.Sum			1 810 460
2.3.8		Overheads, Charges and Profit on Item 2.3.7	%	1 810 460.00		
2.4	PSA12	PRIME COST ITEMS				
2.4.1	PSA12.3	Artisan and Skills Training	P.Sum			50 000
2.4.2		Overheads, Charges and Profit on Item 2.4.1	%	50 000.00		
2.4.3	PSA12.1	Acceptance Control Testing of Earthworks	P.Sum			25 000
2.4.4		Overheads, Charges and Profit on Item 2.4.3	%	25 000.00		
2.4.5	PSA12.4	Telephone calls and Rental for the Engineers Representative	P.Sum			9 000
2.4.6		Overheads, Charges and Profit on Item 2.4.5	%	9 000.00		
2.4.7	PSA12.5	Specialist Contractors	P.Sum			450 000
2.4.8		Overheads, Charges and Profit on Item 2.4.7	%	450 000.00		
2.4.9	PSA12.6	Payments made to Labour Desk Officers	P.Sum			75 000
2.4.10		Overheads, Charges and Profit on Item 2.4.9	%	75 000.00		
2.5	SECTION 2(1)	NOMINATED SUB-CONTRACTOR	P.Sum			1 600 000
2.5.1		Overhead, markup, charges and profit on Item 2.5	%	1 600 000.00		
Total Carried Forward To Summary						

SCHEDULE 3 : SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3.		SCHEDULE 3 : SEWER RETICULATION				
3.1	SANS1200 DB	EARTHWORKS (PIPE TRENCHES)				
	8.3.2(a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus material for pipes: 200mm up to 450mm dia. for total trench depth Exceeding but not exceeding				
3.1.1		0,0m 1,5m	m	25		
3.1.2		1,5m 2,5m	m	1 870		
3.1.3		2,5m 3,5m	m	595		
3.1.4		3,5m 4,5m	m	655		
3.1.5		4,5m 6,0m	m	460		
	8.3.2(b)	Extra over above for:				
3.1.6		i) Intermediate excavation	m³	2 520		
3.1.7		ii) Hard rock excavation	m³	4 830		
	8.3.4(a)	Shore trench (See PSDB ...)				
3.1.8		For trench deeper than 1,5m and up to 3,0m	m	200.0		
3.1.9		For trench deeper than 3,0m	m	1 700.0		
	8.3.4(b)	Temporary works: Control flow of sewage in the progress of the works where directed:				
3.1.10		i) Provide 20l/s pump for duration of the Contract	Sum			
3.1.11		ii) Operate and maintain (24 hrs/day)	day	45		
3.1.12		iii) Remove pump from site	Sum			
		Existing services that intersect or adjoin a pipe trench:				
3.1.13		i) Services that intersect a trench	No.	10		
3.1.14		ii) Services that adjoin a trench	m	3 225		
3.2	SANS1200 LB	PIPE BEDDING AND SELECTED FILL				
	8.2.1(a)	Provision of selected granular fill for bedding cradle Class C, obtained from:				
3.2.1	8.3.5(b)	a) Trench excavation	m³	315		
3.2.2		b) Borrow pits	m³	210		
Total Carried Forward						

SCHEDULE 3 : SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
3.2.3	8.3.3.1(c)	by importation from commercial or off-site sources selected by the Contractor	m³	210		
	8.2.1(b)	Provisional of Selected fill material for blanket obtained from:				
3.2.4		a) Trench excavation	m³	1 055		
3.2.5		b) Borrow pits, including all haulage	m³	705		
3.2.6	8.2.5	Overhaul of material for items 3.2.2 and 3.2.5	m³km	2 115		
3.2.7	8.3.3.1(c)	by importation from commercial or off-site sources selected by the Contractor	m³	705		
3.2.8	8.2.3	Concrete bedding class 10/19	m³	15		
3.2.9	8.3.3.2	Open up and close down borrow pit	Sum			
3.3	SANS1200 LD	SEWER PIPES				
		a) Supply, lay, bed and joint the following in PVC sewer pipes				
3.3.1		i) 200mm diameter	m	950		
3.3.1		i) 355mm diameter	m	690		
3.3.1		i) 450mm diameter	m	1 845		
3.4	8.2.3	MANHOLES				
3.4.1		Construct manholes complete, including manhole covers in the following sizes and depth classes as per Dwg. No. 2023-02/S/D002:				
		a) 200mm diameter pipe				
		i) 1250mm diameter, < 2,5m deep	No.	5		
		ii) 1250mm diameter, > 2,5m deep	No.	13		
		b) 355mm diameter pipe				
		i) 1500mm diameter, > 2,5m deep	No.	11		
		b) 450mm diameter pipe				
		i) 1500mm diameter, < 2,5m deep	No.	22		
		ii) 1500mm diameter, > 2,5m deep	No.	6		
3.4.2		Extra-over item 5.4.1 for Type 2A cover and frame in road areas	No.	38		
3.5		SUNDRIES				
3.5.1	8.2.9	Marker posts, complete, installed	No.	22		
<i>Total Carried Forward</i>						

SCHEDULE 3 : SEWER RETICULATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
3.52		Break into existing manholes or chambers, connect new pipelines as indicated, and make good i) Depth 2,0m to 5,0m	No.	6		
<i>Total Carried Forward To Summary</i>						

SCHEDULE 4 : HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4.1	PHS	SCHEDULE 4 : HEALTH AND SAFETY				
4.1.1		NOTIFICATION OF CONTRUCTION WORK				
		Allow for the cost of notification of construction work by the Principal Contractor.	Sum	1.0		
4.2		HEALTH AND SAFETY PLAN				
4.2.1		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for the Principal Contractor. (To be approved by Agent before commencement of work.)	No.	1.0		
4.2.2		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for each sub-contractor appointed by the Principal Contractor.	No.	1.0		
4.2.3		Overheads, charges and profit on Item 4.2.2 (Note: Transfer 4.2.2 Amount to 4.2.3 Qty.)	%	0.00	10.00	
4.3		HEALTH AND SAFETY MAIN FILE				
4.3.1		<p>Allow for the cost to compile a health and safety file to include all the required supporting documentation as follows: (NOT TO BE REMOVED FROM SITE)</p> <p>(All files shall be lever arch files with original colour document of acceptable standards including dividers. Emergency numbers to be displayed on the back of the file. The file will be expanded during the project as and when required by the client.)</p> <p>Copy of H&S Act</p> <p>Proof of registration with COID Insurer</p> <p>Notification of construction work</p> <p>Mandatory agreement</p> <p>H&S Specification provided by client</p> <p>Copy of tender document, drawings etc</p> <p>Company Safety Policy to be signed by CEO</p> <p>Company organogramme with respect to H&S on specific sites.</p> <p>Letters of appointment for specific site</p> <p>List of sub-contractors</p> <p>Evacuation plan</p> <p>Risk assessments and method statements</p>				
Total Carried Forward						

SCHEDULE 4 : HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
		Safe work procedures and material safety data sheets				
		Fall protection plan				
		Incident recordings				
		Medical records				
		Minutes of H&S meetings	Sum	1.0		
4.3.2		Allow for the cost of compiling a Health and Safety file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor. (NOT TO BE REMOVED FROM SITE)	No.	1.0		
4.3.3		Overheads, charges and profit on Item 4.3.2 (Note: Transfer 4.3.2 Amount to 4.3.3 Qty.)	%	0.00	10.00	
4.4		HEALTH AND SAFETY REGISTER FILE				
4.4.1		Allow for the cost to compile a health and safety Register file to include all the required Registers.	Sum	1.0		
4.4.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.4.3		Overheads, charges and profit on Item 4.4.2 (Note: Transfer 4.4.2 Amount to 4.4.3 Qty.)	%	0.00	10.00	
4.5		HEALTH AND SAFETY TRAINING FILE				
4.5.1		Allow for the cost to compile a health and safety Register file to include all the required Training material.	Sum	1.0		
4.5.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.5.3		Overheads, charges and profit on Item 4.5.2 (Note: Transfer 4.5.2 Amount to 4.5.3 Qty.)	%	0.00	10.00	
4.6		SERVICE PROVIDER APPOINTMENTS				
4.6.1		Allow for the appointment of a H&S trainer to train the SHE representative.	Sum	1.0		
4.7		SHE REPRESENTATIVE				
4.7.1		Allow for the cost of a SHE representative to be permanently on site (for Principal Contractor).	month	8.0		
<i>Total Carried Forward</i>						

SCHEDULE 4 : HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
4.8		FIRST AID EQUIPMENT				
4.8.1		Fisrt aid box	No.	1.0		
4.8.2		First ais boxes for sub-contractor	No.	1.0		
4.8.3		Stretcher	No.	1.0		
4.9		FIRE FIGTHINIG EQUIPMENT				
		Allow for the cost of:				
4.9.1		Fire extinguishers	No.	2.0		
4.9.2		Fire extinguishers of sub-contractors	No.	1.0		
4.9.3		Fire extinguishers test certificates	No.	3.0		
4.10		PERSONNEL PROTECTIVE CLOTHING				
		Allow for the cost of:				
4.10.1		Hardhats	No.	6.0		
4.10.2		Safety shoes	No.	10.0		
4.10.3		Dust masks	No.	2 500.0		
4.10.4		Safety goggles	No.	15.0		
4.10.5		Gum boots	No.	15.0		
4.10.6		Welding helmet	No.	1.0		
4.10.7		Gas Welding goggles	No.	1.0		
4.10.8		Leather aprons	No.	1.0		
4.10.9		Overalls	No.	25.0		
4.11		BARACADING				
		Allow for the cost of baracading of excavations as instructed by Agent				
4.11.1		Danger tape	m	500.0		
4.11.2		1.2m Dayglo Mesh	m	1 500.0		
4.12		CHEMICAL TOILETS				
		Allow for chemical toilets on site as required by the specification				
4.12.1		For male workers	No.	1.0		
4.12.2		For female workers	No.	2.0		
4.13		EATING FACILITIES				
<i>Total Carried Forward</i>						

SCHEDULE 4 : HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<i>Brought Forward</i>						
4.13.1		Allow for eating facilities in the form of a shaded net, table and chairs.	No.	1.0		
4.14		SIGNS				
		Allow for sign boards to be displayed on site as required				
4.14.1		No entry signs	No.	4.0		
4.14.2		First aid signs	No.	2.0		
4.14.3		Fire equipment signs	No.	3.0		
4.14.4		Warning signs (Construction area boards)	No.	5.0		
4.14.5		Traffic control boards	No.	4.0		
4.15		MEDICAL TESTS				
		Allow for medical tests for workers as required				
4.15.1		Medical fitness tests for operators on construction vehicles	No.	6.0		
4.15.2		Fitness tests for workers	No.	25.0		
<i>Total Carried Forward To Summary</i>						



SUMMARY OF SCHEDULES

SCHEDULE No.	DESCRIPTION	AMOUNT R
1	GENERAL	
2	PROVISIONAL SUMS	
3	SEWER RETICULATION	
4	HEALTH AND SAFETY	
	SUB TOTAL 1	
	Add 10% CONTINGENCIES	
	SUB TOTAL 2	
	Add 15% VAT	
	TOTAL	

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SCOPE OF WORKS

INDEX

Section	Description	Page No
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Section C3.1.4	Location of the Works.....	C3.1.2
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Section C3.5	Management.....	C3.5.1
Section C3.5.1	Management of the Works.....	C3.5.1
Section C3.5.2	Occupational Health and Safety Specification	C3.5.2 OHS.1

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SCOPE OF WORKS

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the upgrading of an outfall sewer line and the execution of associated civil engineering works. Prospective tenderers must take note of the fact that the contract will be executed on the basis of a "Re-measurable Schedule of Quantities" contract.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises of construction of outfall sewer line identified by the Employer. Details of the Works are included in Clause C3.1.3 hereof. The works will be executed by means of "Mechanical" and "labour intensive" construction methods. "Mechanical" methods will only apply to sections / processes of the works where the use of labour is not possible or not safe and accordingly agreed to by the Employer.

C3.1.3 EXTEND OF THE WORKS

The work required to be done consists of, but is not limited to the following:

- Site establishment;
- Setting out of the pipeline route;
- Excavation of pipeline trenches to specified levels;
- Constructing PVC pipeline to specified slopes;
- Building of manholes;
- Connecting into existing manholes;
- Pipe jacking
- Safe guarding of existing services and accommodation of traffic.

C3.1.4 LOCATION OF THE WORKS

Works under this project are to be executed in the Northern West Province, within the Maquassi Hills Local Municipality's area of jurisdiction. The operation area for the project will be Wolmaransstad and neighbouring communities.

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SCOPE OF WORKS

SECTION C3.2: ENGINEERING

C3.2.1 EMPLOYERS DESIGN

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated by information provided by the Employer. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

C3.2.2 DRAWINGS

Specification and detail drawings are bound in Volume 2 - Book of Drawings. A drawing list is included in Volume 2.

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

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued. The Drawings prepared by the Employer for the permanent Works are issued separately. The Employer reserves the right to issue amended and/or additional drawings during the Contract

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SCOPE OF WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications.....	C3.4.1.1
Section C3.4.2	Project Specifications.....	C3.4.2.1

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SECTION C3.4: CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The applicable SANS 1200 Standardised Specification for this Contract shall be the following

- A - General
- AB - Engineers office
- C - Site clearance
- DA - Earthworks (Small Works)
- DB - Earthworks (Pipe Trenches)
- GA - Concrete (small works)
- L - Medium pressure pipelines
- LB - Bedding (pipes)
- LG - Pipe Jacking



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

CONSTRUCTION

INDEX

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PSC	SITE CLEARANCE.....	PSC 1
PSDA	EARTHWORKS (SMALL WORKS).....	PSDA 1
PSDB	EARTHWORKS (PIPE TRENCHES)	PSDB 1
PSGA	CONCRETE (SMALL WORKS)	PSGA 1
PSLD	SEWERS	PSLD 1
PSLB	BEDDING (PIPES)	PSLB 1



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SECTION C3.4: CONSTRUCTION

C3.4.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this contract.

The various documents listed in C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 or C3.4.3 conflict with any requirement of Standardised Specifications or with any requirements of the Particular specifications, then the requirement of Sections C3.4.2 and C3.4.3 shall prevail.



PSA GENERAL

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings may be included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to layouts and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall be adopted.

PSA2 QUALITY (Clause 3.1)

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

PSA2.1 DEFINITIONS

PSA2.1 Definitions

Add the following :

Task	a quantified activity or operation.
Daily task	- a task that is required to be completed within a working day.
Task remuneration	- remuneration as paid for a completed task or job.
Daily rate	- the remuneration of a day's work.
Daily wage	- See daily rate.
Daily task remuneration	- the remuneration for a completed daily task.
Labour-intensive construction	- the economically efficient employment of as great a portion of labour as is technically feasible to produce as high a standard of construction as demanded by the specifications and allowed by the funding available, thus the effective substitution of labour for equipment. (Note: This definition is not Contract specific, but applies to the project as a whole. This Contract is a part of such a project.)

PSA3 MATERIALS

PSA3.1 Supply of Materials

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

PSA4 PLANT (Clause 4.3)



Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Project Specifications to be constructed using labour intensive construction methods.

PSA5 CONSTRUCTION

PSA5.1 Setting Out of the Works

Where labour-intensive work is specified, the Contractor shall also be responsible for the setting out of daily tasks.

PSA6 TESTING (Clause 7)

- (a) All test results obtained by the Contractor in the course of his process control of the Works shall be submitted to the Engineer or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.
- b) The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order suspension of the Works without additional remuneration in terms of Clause 39 of the Conditions of Contract, or for him to recommend determination to the Employer in terms of Clause 55 thereof.
- c) The Contractor shall deliver to the Engineer, for his consideration, quality assurance programmes (as obtained from all the Contractor's proposed suppliers of pipes, valves and specials) prior to the Contractor's appointment of any suppliers.

PSA7 SITE CORRESPONDENCE

PSA7.1 Instructions by the Engineer

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Engineer in writing immediately.

PSA7.2 Site Diary

A site diary, which will be supplied by the Engineer, must be filled in on a daily basis and submitted to the Engineer on a monthly basis. No claims will be considered without the site diary's schedule properly completed (on a daily basis) and submitted. A site diary will be kept one per site.

PSA8 SITE MEETINGS



Refer to Section C3.5.1.9

PSA9 PAYMENT (Clause 8.2)

Refer to Section C3.5.1.10

PSA10 REPORTS

The submission of each monthly payment certificate shall be accompanied by a completed Progress Report.

This report is a pre-requisite for the approval of each monthly payment certificate and shall be completed in full to illustrate all work completed the preceding month, as well as work in progress at the time of submission of the report.

Each of these reports must be accompanied with the relevant, completed appurtenant Borehole Schedules (refer to the Annexures). Relevant day work reference must be attached to each Equipping Schedule.

Labour intensive activities must be reported separately.

PSA11 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA11.1 Contingencies

No provisional sum has been included in Schedule 1 for contingencies. No percentage mark-up will be applicable to any payments made using contingency money other than those included in prices for variations determined in terms of Clause 6.4 of the Conditions of Contract.

PSA11.2 Contract Price Adjustment

No provisional sum has been included in Schedule 1 for Contract Price Adjustment (CPA). No percentage mark-up will be applicable to any payments made using CPA money other than as determined by the CPA Formula applicable to the Contract.

PSA11.3 Materials for Dayworks

A Provisional Sum has been included in Schedule 1 for materials to be used during the execution of dayworks. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the materials used during the execution of the dayworks by the Contractor. Payment made shall be regarded as full compensation for overheads, charges and profit on the materials that are used when executing dayworks.

PSA11.4 Royalties for Borrow Materials

A Provisional Sum has been included in Schedule 1 for any royalties that may become payable by the Contractor in obtaining suitable borrow materials from sources designated by the Engineer. Payment will be based on the royalties actually and necessarily paid. In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in clause 6.6 of the Conditions of Contract.



PSA12 PRIME COST ITEMS (Clause 8.6)

PSA12.1 Acceptance Control Testing of Earthworks

A Prime Cost Item has been included in Schedule 1 for acceptance control testing of earthworks ordered by the Engineer to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the above-mentioned amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.2 Labour Desk Officers

A prime cost item has been included in Schedule 1 for the compensation of the Labour Desk Officer. Payments will be done to the Labour Desk Officer on instruction of the engineer, in writing. In addition to the abovementioned amount, provision is made in Schedule 1 for a mark-up on the payments made to Labour Desk Officers. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6 of the Conditions of Contract.

PSA12.3 Artisan and Skills Training

A Prime Cost Item has been included in Schedule 1 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Engineer and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.4 Telephone Calls and Rental

A Prime Cost Item has been included in Schedule 1 for telephone calls and facsimile transmissions as well as rental and maintenance associated with the telephone(s) to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items. In addition to the above amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.5 Accommodation for Engineer's Representative



A Prime Cost Item has been included in Schedule 1 for accommodation to be supplied to the Engineer's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based rental costs and include any deposits and /or booking costs. In addition to the above amount, provision is made in Schedule 1 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

PSA12.6 Management of approved emerging local sub-contractors

A prime cost has been included in Schedule 1 for management of approved emerging local sub-contractors, which will be executed during works. In addition to the above-mentioned amount provision is made in Schedule 1 for a mark-up on amounts paid to the approved emerging local sub-contractors. This mark-up shall be regarded as full compensation for overheads, charges, administration and profits as provided for in Clause 6.6 of the Conditions of Contract

PSA13 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO RAIN

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA14 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

An approved extension of time will qualify the Contractor to receive additional payment for each relevant time related item at a unit rate based on the sum originally tendered for such item, and which shall be fair and reasonable as contemplated in Clause 6.4 of the General Conditions of Contract.

PSA15 ADJUSTMENT OF PRELIMINARY AND GENERAL ITEMS DUE TO INTERRUPTION IN WORK SCHEDULE

Should the period of completion be automatically extended in terms of clause PS5.6 as a result of interruption in the contractors work schedule during execution of the contract, no adjustment to the total for time related preliminary and general items would be applicable. Time related preliminary and general items will be paid only if the Contractor has been established on site during a specific period. Therefore, if the Contractor was not established on site, time related P & G-items will not be paid.

If he was on site for only a limited period during a specific month, time related P&G items are to be paid in full for such a month.



PSAB ENGINEER'S OFFICE

PSAB1 NAME BOARDS (Clause 3.1)

Two name boards confirming to the standard requirements of the South African Association of Consulting Engineers and as shown on drawing G/D/001-002 must be provided and erected at points to be designated by the Engineer during the duration of the Contract for this purpose.

PSAB2 OFFICE BUILDING (Clause 3.2)

An office building shall be provided per appointed Contractor and maintained for the duration of the Contract. The following variations and additions to the requirements of SANS 1200AB shall apply

- a) The office shall have a floor area of at least 32 m².
The office to be divided into two equal sections with access between offices.
- b) The minimum glazed area shall be 6 m².
- c) The minimum window opening shall be 4.0 m².
- d) Ten (10) office chairs and three (3) desks of 1.5 m² are required in addition to those furnishings specified in SANS 1200AB.
- e) Rack for hanging contract drawings shall be provided.
- f) One 15 amp plug point is to be installed within each of the offices.
- g) A 0,75kW air conditioner with suitable power supply (reverse cycle/compressor type) is to be installed in each of the offices.

PSAB3 TELEPHONE (Clause 5.4)

Two cellular telephone of an approved type shall be provided for the exclusive use of the Engineer's Representative for the duration of the Contract.

The Contractor shall make all arrangements necessary for the provision of the cell phone, and shall pay all necessary deposits and installation costs that may be applicable. A prime cost item has been allowed in Schedule 1 to cover all call and rental costs that are associated with the provision of this facility for the Engineer's Representative.

PSAB5 SURVEY ASSISTANTS (Clause 5.5)

Two suitably educated and trained survey assistant shall be made available for the sole use of the Engineer's Representative(s) for the duration of the construction.

PSAB6 SURVEY EQUIPMENT

The survey equipment listed hereunder shall be made available for the exclusive use of the Engineer for the duration of the Contract. Equipment shall be insured and maintained for the full duration of the Contract.

- (a) Automatic surveyor's level complete with tripod and leather carry



case such as Zeiss N1-2 or equivalent	2 No
(b) 20-second tachometer with optical plum bob complete with tripod and leather carry case such as Sokkisha TM20C or equivalent.	2 No.
(c) Nylon-coated steel surveyor's tape 100m long and 10mm wide	2 No.
(d) 5m long steel tape	2 No.
(e) 5m long three-piece telescopic survey staves (metric double-face) complete with angle bracket level	2 No
(f) 2kg hammer with rubber handle	2 No.
(g) Steel pegs, 300mm long and 12mm dia	200 No.
(h) Measuring wheel	2 No
(i) Tripod holders for ranging rods (heavy duty)	4 No.
(j) Optical square (Sokkisha or Wild), complete with telescopic aluminium rod and bubble	2 No.
(k) 100m long 50 kg strength fish line	2 No.
(l) One meter long spirit level	2 No.
(m) DCP	2 No.
(n) 100m Dip meter (water level meter)	2 No.
(o) A Troxler nuclear system complete with accessories and store in a suitable transit case as supplied by the manufacturer. A detailed description of each unit and principles of operation should be given in the manual for the nuclear instrument. (Troxler Model 341B).	

PSAB7 CARPORTS

The Contractor shall provide four carports of at least 30 m² each, two at each Engineers Office, which is so constructed as to provide shelter for the vehicles from the rain and the direct rays of the sun. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions.

PSAB8 DIGITAL CAMERA

The Contractor shall provide, insure and maintain for the full duration of the contract two approved digital cameras complete with data zoom features.

PSAB9 LABORATORY

No laboratory buildings or fittings are required by the Engineer. The Engineer will arrange separately with a commercial laboratory or designate specialists to carry out all



acceptance control testing including cube testing, but excepting for density control tests. See clause PSA12 for detail of the Prime Cost item provided for this purpose. The Contractor shall remain responsible for carrying out the process control testing that is required by the Standardised, Particular and Project Specifications.

The Contractor shall supply the following equipment and maintain same for the duration of the Contract:

- (a) Nine concrete cube moulds, 150mm nominal size.



PSC SITE CLEARANCE

PSC1 DISPOSAL OF MATERIAL (Sub-Clauses 3.1 and 8.2.1)

Materials arising from clearing and grubbing shall be disposed of at a site to be arranged by the Contractor, in accordance with the provisions of Clause PSDA 4. Trees and stumps necessarily removed shall not be burnt unless authorised by the Engineer, but shall be cut and stacked at areas designated by the Engineer.

PSC2 AREAS TO BE CLEARED AND GRUBBED (Clause 5.1)

The areas to be cleared and grubbed will be indicated by the Engineer. Should a portion or the whole of the site have been cleared and grubbed by nature or by others prior to the start of construction, then no clearing and grubbing will be ordered or payment made with respect to the applicable portion of the site.

PSC3 PRESERVATION OF TREES AND SHRUBS (Sub-Clause 5.2.3)

The penalty in respect of every individual tree and shrub designated as a tree or shrub to be preserved that is damaged or removed unnecessarily by the Contractor, shall be R5 000. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

PSC4 OVERHAUL (New Sub-Clause)

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



PSDA EARTHWORKS (SMALL WORKS)

PSDA1 FREEHAUL AND OVERHAUL (Clause 5.2.5)

It is the explicit requirement that all Clauses stating "haul over a free-haul distance of 1,0 km" be changed to "including unlimited free-haul distance." No extra payment will be made for any haul distances. The Contractor is advised to familiarise him / her with conditions and to make provision for unlimited haul distance for all spoil, fill or imported etc. material.

PSDA2 BORROW PITS (Clause 5.2.2.2)

Borrow materials shall be obtained from designated borrow pits approved by the Engineer.

PSDA3 DISPOSAL OF SURPLUS MATERIAL

All surplus or unsuitable materials arising from excavation shall be spoiled and spread where indicated by the Engineer. The Engineer shall determine the point of spoil and spreading depending on the nature of the material.

PSDA4 HAUL AND SPOIL ROADS

The contractor shall be responsible for the provision of all haul and spoil roads that he may require for the construction of the works and that the engineer may approve. No additional payment will be made in this regard.



PSDB EARTHWORKS (PIPE TRENCHES)

PSDB1 MATERIALS (Clause 3)

PSDB1.1 Methods of classifying (Clause 3.1)

Replace the contents of this sub-clause with the following:

PSDB1.1.1 Save and except in respect of those portions of the Works which are specified in Portion 1 of the Project Specifications to be executed utilising Labour Intensive Construction Methods, the Contractor may use any method he chooses to excavate any class material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will determine the classification of the materials.

PSDB1.1.2 The classification will be based on the specified construction methods, inspection of the material to be excavated and on the criteria given in PSDB1.2 below, as applicable.

PSDB1.1.3 Where the utilisation of Labour Intensive Construction Methods is specified in Portion 1 of the Project Specification for certain classes of excavation only, the material for those classes of material to be excavated using Labour Intensive Construction Methods will be classified in terms of PSDB1.2.2 and for those classes of excavation which are not required to be executed by Labour Intensive methods, classification will be based on the criteria given in PSDB1.2.1

(i.e. Where it is specified that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB1.2.2(a) and the Contractor will be required to excavate all such soft material by Labour Intensive methods. However, when the material is classified in terms of PSDB1.2.2(b) to be "intermediate" and is thus no longer required to be excavated by Labour Intensive methods, the classification of the material not required to be excavated using Labour Intensive methods will be based on the criteria given in PSDB1.2.1 (thus a material classified as "intermediate" in terms of PSDB1.2.2(b) may in terms of PSDB1.2.1 be deemed to be "soft" and will be measured and paid as such under such circumstances.).

PSDB1.1.4 All tools and equipment referred to in PSDB1.2 shall be in good mechanical and operational condition.

PSDB1.1.5 "Efficiently" as used in PSDB1.2.2(a) - (c) shall be taken to mean "in a manner that can be reasonably expected of a Contractor, having regard to the production achieved".

PSDB1.1.6 The classification of material other than "soft excavatability" shall be agreed upon before excavation may commence.

PSDB1.1.7 The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.



PSDB1.2 Classes of Excavation (Sub-Clause 3.1)

Add the following new sub-clause:

PSDB1.2.1 Classes of excavation where Labour Intensive Construction Methods are NOT specified

The excavation of material will, in the case of work which is NOT required in terms of the Contract to be executed utilising Labour-Intensive Construction Methods, be classified according to SANS 1200D for the purpose of measurement and payment.

Add the following new sub-clause:

PSDB1.2.2 Classes of excavation where Labour Intensive Construction Methods are specified

Classes of excavation where Labour Intensive Construction Methods are specified.

The excavation of material will, in the case of work which is required in terms of the Contract to be executed utilising Labour Intensive Construction Methods, be classified in accordance with Table B.1 and Table B.2 in Annex B of SANS 1921-5:2004, i.e. based on the number of blows which causes a dynamic cone penetrometer (DCP) to drop by 100mm. Failing such classification, the excavation of material will be classified in accordance with Table B.3 of the same document (pro-rated to an 8 hour task). The said appendix makes provision for the following material classifications:

- a) Soft excavation, Class 1,
- b) Soft excavation, Class 2,
- c) Soft excavation Class 3,
- d) Intermediate excavation, and
- e) Rock excavation.

For soft excavation classes 1, 2 or 3, the excavation of isolated boulders not exceeding 0,04 m³, will be considered to be included in their respective category. The excavation rates are those of an average able-bodied labourer or group of such labourers.

The following definitions will in addition to those provided in Table B.1 apply:

- a) Intermediate excavation

Intermediate excavation shall be excavation in material which requires ripping or loosening by mechanical means prior to removal of the loosened material utilising the methods described for Soft material.

- b) Hard rock excavation

Hard rock excavation shall be excavation of undecomposed boulders exceeding 0,04 m³ and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting or blasting or by other



approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, crowbars, shovels and similar hand tools.

(NOTE : Such excavation generally includes materials such as formations of un-weathered rock that can be removed only after blasting.)

The Engineer will instruct which portions of the Works, based on evidence provided from trial holes excavated at approximately 200 m spacing by the Contractor for this purpose, will be executed utilising Labour-Intensive Construction methods. The Trial hole shall be excavated to trench depth utilising a Cat 416 Back-actor or similar."

PSDB2 PLANT

PSDB2.1 Excavation Equipment (Sub-Clause 4.1)

Replace the contents of this sub-clause with the following:

- a) To the extent that the provisions of the Specifications permit the use of mechanical plant and equipment in the excavation of trenches, the Contractor may use trenching plant that will excavate to a width such that the side allowance does not exceed the appropriate value specified in 5.2 by more than 50%, except that where in terms of the Project Specifications or of the Drawings, the base width of a trench for a pipeline or a portion of a pipeline is not to exceed the minimum base width or a stated value, the Contractor may use trenching plant which will produce the required trench width or he shall accept the responsibility for all costs incurred in strengthening the relevant pipeline.

PSDB2.2 Compaction Equipment (Sub-clause 4.2)

Replace the contents of this sub-clause with the following:

PSDB2.2.1 Machine Compaction

- (a) Where the compaction is not required to be executed utilising Labour Intensive Construction methods, or where the utilisation of mechanical compaction plant and equipment is allowable in terms of the contract, the contractor may use mechanical compaction equipment, but he shall select such equipment and operate it in such a manner that the pipeline, duct or cable is not stressed or damaged during the compaction operation.
- (b) Machine compaction shall not be used directly above the pipe until sufficient backfill has been placed to ensure that machine compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a pipeline with cover of 600mm.

PSDB2.2.2 Labour Intensive Construction Methods

- (a) Unless and to the extent as may be otherwise provided in Portion 1 of the Project Specifications, the contractor shall, in the compaction of materials by Labour Intensive



Construction methods, utilise only hand held manually powered tampers, rollers and similar compacting hand tools and equipment.

- (b) Compaction shall be carried out in such a manner as to ensure that the pipeline cable or duct is not stressed or damaged. The material above the pipe shall not be compacted until sufficient backfill has been placed to ensure that the compaction loads transmitted to the top of the pipe are no greater than would be imposed by normal traffic loads over a pipeline with cover of 600mm.

PSDB3 ACCOMMODATION OF TRAFFIC (Sub-Clause 5.1.3)

Traffic must be accommodated along construction works which falls within or adjacent to any road reserve.

The Contractor shall tender a lump sum in Schedule 8 for accommodating traffic during the duration of the Contract, which sum shall cover all his obligations in this regard, including but not limited to temporary barricades; the erection and re-erection of existing and/or temporary traffic signs; lights and flagmen for the guarding and protection of the Works; and for making all necessary arrangements with the applicable traffic authorities. Payment shall be made monthly pro-rata to the overall progress of the Works.

If crossing of the road in half widths is allowed, the road shall remain continuously open to traffic. The Contractor shall make provision to ensure the safe passage of traffic using this public road whilst installing the pipe through the road, and to ensure that any disruption to the public is kept to a minimum providing safe detours when so instructed by the Engineer. Each half width shall be completed in one day. No open trenches will be allowed overnight. If the half width is not completed by 16:00 the trench shall be backfilled, in which case the Contractor shall re-excavate the trench at a later stage to complete the work at his own expense. All detours and signs shall be erected and maintained in accordance with the latest issue of Road Signs Note 13 as issued by CSRA and CUTA.

PSDB4 EXISTING SERVICES (Sub-Clauses 5.1.4)

Where any existing service occurs within the specified trench excavation, and the presence of such service is known before being uncovered, then the protection of the service will be scheduled and measured as provided for in Clause 8.3.5 of 1200DB. Only known services (as defined in Clause 5.4 of 1200A) shall be measured for payment.

Where an unknown existing service is damaged during construction, and the Engineer orders that the Contractor should undertake the repair of such service, then such repair will either be measured and paid as dayworks or alternatively as a contractual variation in terms of Clause 6.4 of the General Conditions of Contract.

No construction activity which may affect the integrity of telephone or electrical poles or stays may be carried out without the prior written approval of the Engineer, which approval shall only be given subject to the acceptance of a modus operandi that will ensure the integrity of such structures during construction.

PSDB5 TRENCH WIDTHS (Sub-Clauses 4.1 and 5.2)



Trenches in general shall not exceed the widths laid down in Sub-Clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any thicker pipes or more expensive bedding which may be required as a result of the additional trench width.

PSDB6 MINIMUM BASE WIDTH (Sub-clause 5.2)

Side allowance for pipes of diameter 110 mm or more (Sub-clauses 5.2 and 8.2.3):

The minimum base width of trench for pipes of external diameter less than 110 mm but larger than 70 mm laid at a depth of 1,5 m or less shall be 550 mm.

The minimum base width of trenches for pipes of external diameter less than 70 mm laid at a depth of 1,0 m or less shall be 400 mm.

The minimum base width of trenches where labour-based excavation is concerned, shall be at least 150 mm on either side of the pipe's outer diameter to allow proper compaction of backfilling materials.

PSDB7 TRENCH BOTTOMS (Sub-Clause 5.5)

Replace the first paragraph of this sub-clause "Material that compacted as directed" with the following :-

Where a firm foundation cannot be obtained at the grade indicated due to soft or unsuitable material, the Engineer may instruct the Contractor to remove such unsuitable material and to backfill the excess depth with approved selected material or concrete, as directed by the Engineer in each particular case, at the cost of the Employer. Backfill other than concrete, shall be placed in layers of 100mm un-compacted thickness, each layer thoroughly compacted to the entire satisfaction of the Engineer, to provide adequate support for the pipe bedding to be placed on top of it.

Should the Contractor remove more ground than is required to secure the proper grade of the pipeline, the Contractor must, at his own cost, backfill the excess excavation with approved selected material or concrete, as directed by the Engineer in each particular case.

PSDB8 DISPOSAL OF EXCAVATED MATERIAL (Sub-Clauses 5.6.3 and 5.6.4)

All surplus or unsuitable materials arising from excavation shall be disposed of in accordance with Clause PSDA 3.

PSDB9 FREEHAUL AND OVERHAUL (Sub-Clause 5.6.8)

The provisions of Clause PSDA 1 shall apply.

PSDB10 AREAS SUBJECTED TO TRAFFIC LOADS (Clause 5.7.2)

The requirements of Clause 5.7.2 shall apply to all pipes crossing roads and streets whether the roads and streets are to be constructed under this Contract or to be constructed at



some time in the future. Compaction of pipe trenches running parallel to the roadway shall be considered areas subject to traffic loads where instructed by the engineer.

PSDB11 REINSTATEMENT OF EXISTING BITUMEN SURFACED ROADS (Clause 3.6 and 5.9.4)

Pipe trenches through the existing bitumen surfaced roads shall be reinstated with a 150mm upper selected subgrade layer compacted to 93 % mod AASHTO density, followed by a 150mm sub base layer compacted to 95 % mod AASHTO density and a 150mm graded crushed stone base compacted to 98 % of mod AASHTO density. The road shall be provided with a 25mm thick asphalt seal.

The upper selected subgrade layer shall have a CBR of at least 15, a grading modulus of at least 0.75 and a maximum PI of 12. The sub base shall conform to SANS 1200 ME and the base to SANS 1200 MF.

PSDB12 MEASUREMENT AND PAYMENT (Clause 8.3.2)

PSDB12.1 Basic Principles (Clause 8.1)

Insert the following heading for Clause 8.1.2:

"Trenches not required to be excavated by Labour Intensive Construction methods"

Add the following new sub-clause : (Clause 8.1.5)

"Works required to be executed utilising Labour-Intensive Construction methods"

Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction methods and for works for which the utilisation of such methods is not required.

The trench depth increments referred to in Clause 8.1.2(b) and the trench depth increment for 8.1.5 shall be:

- a) up to 1.5 m in depth

Trenches shall be measured volumetrically, irrespective of length.

Measurement and payment for works covered by this Specification and required to be executed utilising Labour-Intensive Construction (LIC) methods shall, unless otherwise stated, be *mutatis mutandis* in accordance with the provisions of SANS 1200DB as amended in this Project Specification.

PSDB12.2 Excavation (Sub-Clause 8.3.2)

Excavate, in all materials for trenches 0 – 1.0 m wide, backfill, compact and dispose of surplus material utilising Labour Intensive Construction methods up to

- | | | |
|-----|----------------|----------------|
| (a) | 1.5 m in depth | m ³ |
|-----|----------------|----------------|

Extra over the above for:

- | | | | |
|-----|-------------------------|-------------------|----------------|
| (1) | Soft excavation Class 2 | (refer PSDB1.2.2) | m ³ |
|-----|-------------------------|-------------------|----------------|



(2)	Soft excavation Class 3	(refer PSDB1.2.2)	m ³
(3)	Intermediate excavation	(refer PSDB1.2.2)	m ³
(4)	Hard rock excavation	(refer PSDB1.2.2)	m ³

Excavate, in all materials for trenches 0 – 1.0 m wide, backfill, compact and dispose of surplus material utilising Conventional Construction methods

(a)	up to 1.5 m in depth	m ³
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Extra over the above for:

(1)	Intermediate material	m ³
(2)	Hard rock excavation	m ³
(3)	Backfill and compact by means of Labour Intensive Construction methods	m ³
(4)	Disposal of surplus material by means of Labour Intensive Construction methods within 20 m from the source of spoil material using wheel barrows	m ³

Backfill should be in 200 mm thick layers compacted to 90% Mod AASHTO.

Payment for the excavation and backfilling of trenches shall be made at the tendered rates and at the following stages of the construction:

- (i) upon completion and approval of the trench bottom, prior to bedding: 40 %
- (ii) upon completion and approval of top of selected backfill: 70% (cumulative)
- (iii) upon completion and approval of the mainfill: remaining 30 %.

PSDB12.3 Excavation of Trial Holes

Excavation of trial holes as described in PSDB1.2.2 will be measured by number and shall include for backfilling after inspection.

PSDB12.4 Stone Bedding

Stone bedding will be measured per cubic metre under the appropriate item in SANS 1200LB. Type A bedding (crushed stone wrapped in a geotextile blanket) shall be measured per linear metre along the centreline of the trench. The provision, operation and removal of (a) de-watering pump where authorised by the Engineer will be measured as day works under the appropriate item in Schedule 2.



PSGA CONCRETE (SMALL WORKS)

PSGA1 CEMENT (Sub-Clause 3.2.1)

Only the use of Ordinary Portland Cement to SANS 471 will be permitted.

PSGA2 CONCRETE FINISHES (Sub-Clause 4.4.2)

Concrete against which earth will be backfilled shall be classified as rough. All exposed concrete surfaces shall be classified as smooth. Degree of accuracy II shall prevail.

PSGA3 STRENGTH CONCRETE (Sub-Clause 5.4.1.5)

The grade of concrete and nominal size of aggregate shall be as specified on the Drawings. The successful tenderer will be required to submit samples of the coarse and fine aggregate, which he proposes using, to the Engineer's Representative(s) for tests regarding the suitability of such aggregates. The Contractor shall prepare trial mixes. These mixes shall be designed for vibration. All data and reports prepared by the Contractor shall be submitted to the Engineer for information and approval prior to the commencement of concreting operations.

PSGA4 ANCHOR AND THRUST BLOCKS

At tees, bends, terminal valves, end caps, and where otherwise directed, anchor/thrust blocks shall be constructed to dimensions ordered, shown on the Drawings or agreed to by the Engineer. Unless otherwise specified, anchor/thrust blocks and pedestals shall be constructed of prescribed mix 15/37.5 concrete.

The concrete shall be well punned round the pipe and, if in trenches, against the undisturbed faces and bottom of the trench. Backfilling behind or under thrust faces will not be permitted. Excess excavation shall be replaced with the prescribed mix concrete given above for anchor/thrust blocks at the Contractor's expense, unless an item is scheduled to cover payment of over break. Care shall be taken to leave the joints accessible. No anchor/thrust blocks and pedestals shall be concreted until the approval of the Engineer has been obtained.

Anchor and thrust blocks will be measured by volume of concrete; the rate tendered shall include for any form work required constructing the block.

Should the Contractor offer an alternative method of coupling involving flexible joints, he shall design suitable thrust and anchor blocks in order to prevent movement of the pipeline under operating and test conditions. The working and test pressure to be used by the Contractor for the calculation of anchor and thrust blocks shall be in accordance with the design information that is issued together with the tender. The earth bearing pressure to be used for the calculation of anchor and thrust blocks shall be based on field tests. The factor of safety to be used in calculating the above shall be 2.5.

PSGA5 GROUTING TO MACHINE AND STRUCTURAL BED PLATES (Sub-clause 5.5.13)

PSGA5.1 Materials



- a) Water. Water for grout shall comply with the requirements given in sub-clause 3.3 of SANS 1200G.
- b) Aggregates. Notwithstanding the requirements of Sub-clause 3.4.1 of SANS 1200G, the grading of fine aggregate (sand) and coarse aggregate (stone or pea gravel) shall conform to the gradings given in Tables 1 and 2, respectively, below.
- c) Cement. Cement shall be ordinary Portland cement complying with SANS 471.
- d) Admixtures. Admixtures shall comply with the requirements of Sub-clause 3.5 of SANS 1200 G, and shall have a proven record of satisfactory performance under conditions encountered in the North West Province.

Proprietary Grouting Materials. Unless otherwise approved by the Engineer, Proprietary Grouting Materials shall be obtained ready mixed in sealed pockets as supplied by the manufacturers.

Table 1 - Sand		Table 2 - Stone or Pea Gravel	
1	2	1	2
Test sieve Nominal aperture size, mm	% Passing (by mass)	Test sieve aperture size, mm	% Passing (by mass)
9.5	100	9.5	100
4.75	95-100	4.74	95-100
1.18	45-65	2.36	0-5
0.3(300)	5-15		
0.15(150)	0-05		

* Portland cement (ordinary, rapid-hardening, and sulphate-resisting).



PSGA5.2 Preparation and Procedures

- a) Before a machine or structural bed plate is placed on the concrete the following shall be carried out :
 - 1) All defective concrete, laitance, dirt, oil, grease and loose material shall be removed from the concrete foundation by bush-hammering, chipping, or other means until sound clean concrete is obtained. The surface of the foundation shall be scabbled, but shall not be so rough as to interfere with proper placing of the grout. All foundation bolt sleeves shall be cut out, or cut off flush if the sleeves cannot be removed. The top of the foundation shall be reshaped if necessary.
 - 2) The underside of each steel base, particularly in the bearing areas, shall be cleaned and any burrs and ragged edges removed before the base is placed in its final location.
 - 3) All holding-down bolt sleeves shall be thoroughly cleaned of any materials that may prevent the grout from flowing freely to the bottom of the bolt sockets.
- b) The base shall be properly aligned and levelled and shall be maintained in that position during grouting.
- c) After the machine or structural bed plate has been placed the following precautions shall be observed:
 - 1) Shimming shall be kept to a minimum. Steel plates shall be used for packing and shall be ground to the required thickness, where necessary.
 - 2) Before grouting is started all loose dirt, oil, grease and other foreign matter on the surface of the foundation, the underside of bed plates, and in the bolt holes shall be removed by means of compressed air or other approved means. The surface of the foundation slab shall be thoroughly saturated with clean water and free water shall be removed from the surface and the bolt holes just before the grout is placed.
 - 3) The grouting shall not be carried out until the alignment of all units to be grouted has been checked and approved by the Engineer.
 - 4) Special care shall be taken with grouting in hot or cold weather to ensure proper setting and gain of strength and, in the case of Proprietary Grouting Materials, by having ice or hot water available, as the case may be, in accordance with the instructions of the manufacturer. Enclosures shall be provided for the grout such that, until it has set, its temperature will be in the range 15-27°C. Shields to protect the grout from the sun and from hot winds shall be provided by the Contractor when so ordered.



PSGA5.3 Form work

Form work for grouting shall comply with the applicable requirements of Sub-clause 5.2 of SANS 1200 G. Forms shall be caulked where necessary. Adequate clearance between forms and bed plates shall be provided to enable the grout to be worked into place.

PSGA5.4 Mixing (All free-flowing grouts except epoxy grouts)

The grout shall be mixed to a homogenous uniform mixture and delivered ready for placing at a temperature between 15°C and 25°C.

The materials and water shall be mixed in a mortar mixer for at least 3 min. or, in the case of small jobs only, shall be thoroughly mixed by hand, the entire mass being turned over enough times to ensure even distribution of its components.

The mixing shall be done as close as possible to the place(s) where the grout is placed. No more grout shall be mixed at any one time than can be placed in a period of 20 min. After the grout has been mixed it shall not be re-tempered by the addition of water.

PSGA5.5 Grouting (All free-flowing grouts except epoxy grouts)

The grout shall be placed quickly and continuously to avoid the undesirable effects of over-working. (These effects are segregation, bleeding and breaking-down of initial set). The method of placement shall be subject to approval. The means of placing the grout shall be such that the grout will completely fill the space to be grouted, will be thoroughly compacted, will be free of air pockets and will have evenly distributed contact over an area in excess of 80 % or, in the case of expanding grout, 95 % of the bearing area of the item to be supported.

Wherever applicable, grout shall be placed from one side only and where this is not practicable, care shall be taken to ensure that any entrapped air is released. After the grout has taken its initial set :

- a) the forms shall be removed;
- b) excess grout shall be so cut away as to leave a smooth and neatly finished job;
- c) except where the grout is intended to provide resistance to side thrust, all edges shall be trimmed at 45°C to the vertical, from the bottom edge of the bed plate; and
- d) all excess grout on or about the bed plate shall be removed.

Damage to paint work, if any shall be repaired within 24 hours. Packing plates, shims and other levelling devices shall remain in position.

PSGA5.6 Dry-packed grout (Standard dry sand and cement grout)

Dry-packed grout shall have a minimum compressive strength at 28d of 20MPa.



The quantity of water after placing shall be kept to a minimum consistent with placing conditions, and the cement, sand and, where applicable, pea gravel proportioned by mass shall be as follows:

- a) Where the clearance between bed plate and foundation is 25 mm or less : 1 part of Portland cement, and 2 parts of sand;
- b) Where the clearance exceeds 25 mm : 1 part of Portland cement, 1 part of sand and 1 part of pea gravel. Dry-packed grout shall be rammed by means of tamping rods against form work placed along three sides of the bed plate.

PSGA5.7 Non-shrink grout with metallic aggregate

The manufacturer instructions shall be observed when non-shrink grout with metallic aggregate is used.

Where the clearance between the bed plate and the foundation is less than 50 mm a sand-based mix shall be used. Where the clearance exceeds 50 mm the Engineer may order a mix with a base of sand plus pea gravel to be used.

PSGA5.8 Expanding grout with powdered aluminium additive

The manufacturer instruction shall be observed when the expanding grout powdered aluminium additive is used.

Where the clearance between the bed plate and the foundation is less than 25 mm, a sand-based mix shall be used. Where the clearance exceeds 25 mm the Engineer may order mix with a base of sand plus pea gravel to be used.

Each batch shall be mixed for at least 6 minutes after the powdered aluminium has been added. Where a ready-mixed grout is used, the powdered aluminium shall be added at the placing site and the batch mixed as specified. Grout shall be placed within 45 minutes after the addition of the powdered aluminium.

The Contractor shall not use powdered aluminium additive when the ambient temperature is below 5°C.

PSGA5.9 Epoxy grout (epoxy mortar type only)

The manufacturer's instructions shall be observed when an epoxy grout is used.

PSGA5.10 Wood-floated finish (Sub-clause 5.5.10.2)

Where wood floating is specified or scheduled, the surface shall be given a finish as specified in Sub-clause 5.5.10.1 of SANS 1200 G and after the concrete has hardened sufficiently, it shall be floated to a uniform surface, free of trowel marks. A screeded surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.



PSLD SEWERS

PSLD1 MATERIALS (New Sub-Clause 3.1.8)

Add the following new sub-clause:

"Pipes for subsurface drains shall be perforated or slotted unplasticized PVC pipes which comply with the requirements of SANS 791.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter plus or minus 1,5 mm, and the number of perforations per metre shall not be fewer than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm pipes, as shown on the Drawings.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in width. The arrangement of slots shall be subject to the Engineers approval, but the total slot area shall not be less than that specified for perforations.

Pipes without slots or perforations required for transporting subsoil water from the subsoil drain proper to the point of discharge shall be unperforated pitch-fibre or PVC pipes of the types specified above, or concrete pipes which comply with the requirements of SANS 677 Class 25D."

PSLD2 MANHOLES (Sub-Clause 3.5.2)

Manholes shall be constructed of precast concrete sections in accordance with the details that are shown in Drawing 2023-04/S/D002.

Drop manholes shall conform to the details shown on 2023-04/S/D002 where applicable.

PSLD3 HOUSE CONNECTIONS (Subclause 5.9.1)

Add the following to sub-clause 5.9.1:

"The construction details of direct, sloping drop and vertical drop house connections shall be in accordance with the detail drawings. Concrete marker blocks shall be used to indicate the end of each house connection. The marker shall be attached to a length of 2mm galvanised wire which is tied to a brick next to the end cap. The Contractor shall ensure that all markers are in place, connected to the appropriate end-cap and clearly and neatly marked with the specific erf number before a Completion Certificate will be issued in respect of this work".

Add the following to the last paragraph in sub-clause 8.2.6:



"The rate shall also cover the compaction of bedding and backfilled material to 90% and 93% of Mod. AASHTO for connections or portions thereof outside and inside the road reserve respectively".

PSLD4 TESTING WITH CAMERA INSPECTION (Sub-Clause 7.2.7)

Add the following new sub-clause:

"Sewers shall be inspected by means of a Closed-Circuit Television (CCTV) Camera on completion of the backfill and manhole construction. The inspection shall be conducted by inspecting the pipe with a CCTV Camera equipped with inclinometers so that a pipeline profile can be produced. The Contractor shall provide the Engineer with a written report, a pipeline profile as well as an electronic report of the pipeline in .pdf format. Any sewer pipeline not meeting the tolerances specified in clause 7.2.7 of shall be made good by the Contractor, at his own expense with methods approved by the Engineer."

PSLD5 CCTV CAMERA INSPECTION (Sub-Clause 8.2.13)

Add the following new sub-clause:

"CCTV Camera InspectionUnit: m

The unit of measurement shall be the metre of each diameter of sewer inspected by CCTV Camera. The tendered rates shall include full compensation for the provision of all labour and materials required for the provision, installation, calibration and operation of the equipment used for inspecting the pipeline, the provision of a written report, pipeline profile and an electronic report of the pipeline in .pdf format.."



PSLB BEDDING (PIPES)

PSLB1 BEDDING (Sub-Clause 3.3)

PSLB1.2 Rigid Pipes

All steel, clay and concrete pipes shall be laid on a class C bedding as shown on Drawing 2023-04/S/D001.

PSLB1.3 Flexible pipes

uPVC, mPVC, and polyethylene pipes will be regarded as being flexible and shall be bedded as per Drawing 2023-04/S/D001.

PSLB2 MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATION (Clause 3.4.2)

Bedding and selected fill materials shall be obtained from trench excavation, other necessary excavations or from borrow pits in accordance with the provisions of Clause PSD3. The engineer reserves the right to designate alternative sources. He also reserves the right to make a ruling whether special efforts must be made to construct specifically a separate bedding for pipes where the in-situ material proved to be of good quality.

PSLB3 CLASS A BEDDING (Sub-Clause 5.2.1)

Concrete to be used in class A bedding to pipes shall be of grade 20/19.

PSLB4 CONCRETE CASING TO PIPES (Sub-Clause 5.4)

Concrete to be used in the casing of pipes shall be of grade 20/19.

PSLB5 TOLERANCE ON COMPACTION OF BEDDING MATERIAL

Degree of accuracy II shall prevail.

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SECTION C3.4: CONSTRUCTION

INDEX

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END OF SECTION



PWB SETTING OUT

PWB1 GENERAL

This Particular Specification describes the requirements for setting out of the Works. No separate payment will be made for work described in this section.

PWB2 FIELD WORK

- (a) All survey shall be based on the appropriate Lo system of the national triangulation.
- (b) All points to be set out by the Contractor shall be located in the X, Y and Z directions according to land-survey methods generally accepted in the Republic of South Africa so as to ensure that the required degree of accuracy is achieved.
- (c) The Contractor shall identify and list the beacons that he used as traverse terminals, or for the fixing of points by trigonometrical survey methods.

PWB3 SURVEY RECORDS AND CALCULATIONS

- (a) All records shall be neat, orderly, fully annotated and cross-referenced, adequately checked and shall include the following:
 - general report,
 - all field placings and checks,
 - final co-ordinate list and differences between polars,
 - levels and check levels, and
 - a summarised list of final X, Y and Z values on all pegs.
- (b) Plans, field books and all calculations shall bear the field surveyor's and the Contractor's signatures, be fully dated and numbered sequentially.
- (c) Only originals shall be submitted.
- (d) The calculations are required to follow basically the principles in common use in the Republic of South Africa, as described in the Annexures to the Survey Regulations framed under the Land-Survey Act of 1927 (as amended).

PWB4 SURVEY BEACONS

Beacons that have been or will be erected by the Engineer are shown on the Drawings, generally at inflexion point and 400m maximum spacing. Additional survey beacons shall



be provided by the Contractor at intermediate points in order to provide line of sight at all points and for the proper construction of the Works.

PWB5 REFERENCE PEGS

- (a) Reference pegs have been placed approximately every 400m and at all inflexion points. Two references have been placed per point to be referenced.
- (b) The Contractor shall protect these references, and place further references as may be necessary to secure the position of the pipeline at all times. All reference peg positions shall be determined by means of a double polar or by traverse.
- (c) Reference pegs placed by the Contractor shall at least consist of a steel peg (Y10 or Y12) cast into a concrete block of 300mm diameter and 200mm depth. The Contractor shall note that the value of the survey depends largely on the permanence of its reference points. The Contractor shall apply suitable additional measures in unstable soils to assure the permanence of points.
- (d) Reference pegs shall be numbered consecutively with a 10mm stamp on an aluminium tag cast into the concrete, in accordance with the node numbering sequence indicated on the Drawings.
- (e) The allowable error is 0,02m in the XY plane.

END OF SECTION



PLU PIPE BORING

PLU1 SCOPE

This section covers the insertion by boring of underground pipes without disturbing the surface. The information regarding pipe jacking contained in this section is not limited to the jacking of circular precast concrete pipe sections but also applies in general to the jacking of rectangular, square and arched precast-concrete sections.

The Contractor shall make use of an approved specialist pipe jacking firm.

PLU2 INTERPRETATIONS

For the purposes of this section, the following words and expressions shall have the meanings hereby assigned to them except where inconsistent with the context.

(a) Pilot hole

A hole with a maximum diameter of 50 mm, drilled to ensure that a subsequently bored, larger hole, will be properly aligned.

(b) Pipe boring

The work involved in boring a horizontal hole and inserting a pipe therein. Also referred to as “directional drilling”.

(c) Pipe boring pits

Excavations at either end of the boring operation from and between which boring and pipe installation are carried out.

(d) Reception pit

An excavated shaft located at the end of a bored section of a pipeline.

PLU3 MATERIALS

(a) Pipes – Pipe Boring

Pipes for pipe boring shall be HDPE Class SDR17 PN10.

(b) Other precast-concrete sections

Any precast-concrete sections, other than pipes, to be bored shall comply with the requirements specified in the SABS 1200 or Section 3.4.2 of this document.

PLU4 PLANT

(a) General



The Contractor shall, provide and use suitable equipment for boring the hole and for jointing and inserting the pipes.

(b) Lighting

The Contractor shall provide adequate lighting for the execution of the Works.

(c) Ventilation

Sufficient ventilation shall be provided to remove dust and to ensure safe working conditions.

PLU5 DESIGN

The Contractor shall furnish detailed design calculations, specifications and working drawings to explain his methods of installation and of providing temporary support for the road, rail track, or other service or structure and any modifications to structures required before pipe boring commences.

The design shall be carried out by a professional engineer with adequate experience in this field. Calculations, specifications and drawings shall be signed by the engineer responsible for their preparation.

PLU6 SAFETY

(a) General

The Contractor shall at all times observe adequate safety precautions on the Site as specified in Section 3.4.3 of this document. Permission to proceed with the Works shall not in any way detract from the obligations and liabilities of the Contractor in regard to such safety or to the adequacy of the boring structures and methods of working.

(b) Safety of existing works

The pipeline shall be bored through under the relevant road, railway or other service or structure without disrupting the traffic and without disturbing the alignment or levels of the road surface, the tracks, or other relevant service or structure to an extent that may impair the safety of traffic or of the service or structure.

Before commencing work in the vicinity of any structure, the Contractor shall make a detailed examination of the structure, record its condition, and submit a copy of such record to the Engineer.

ADDITIONAL CRITERIA FOR WORK UNDER RAILROADS

- i) Do not schedule work within and adjacent to Railroad property until Contract Manager has received submittals approved by the Railroad, including proper



Railroad insurance. Approval does not relieve Contractor of responsibility for adequacy and safety of procedures.

- ii) Give Railroad advance written notice as described in permit, copied to Contract Manager, before entering and working on Railroad property.
- iii) Place in effect before work proceeds, safety, precautionary, and protective devices and services required by Railroad.
- iv) Follow applicable railroad specification and permit requirements.

PLU7 SURVEYING

(a) General

The Contractor shall take measurements before and after each boring operation and shall record any change in line or level (or both) of any road, rail track or other service or structure being traversed. A copy of the records shall be submitted to the Engineer on the same day.

(b) Working under roadways

Before commencing work under a roadway, the Contractor shall measure levels on the road surface directly above the boring line and for a distance of at least 5 m on each side of the boring line. These levels shall be measured at 500 mm intervals and 300 mm from the edges of the surfacing. In order to facilitate control of the measuring of levels, the exact position of each spot height shall be discreetly marked on the road surface before the levels are measured.

After completion of the Works, the Contractor shall remeasure the levels in the same manner as before, and he shall submit to the Engineer the final records of levels taken before and after boring. The submission of such records shall be a prerequisite for any consideration by the Engineer of the acceptability or otherwise of the Works or the issue of any certificate of completion.

If, within the Defects Liability Period, the road shows any sign of settlement in the vicinity of the bored pipe, the road authority may remeasure the levels on the Site.

The Contractor shall be held responsible for the rectification, to the satisfaction of the road authority and the Engineer, of any deformation that occurs in the road surface as a result of the boring operation during the said period of one year.

(c) Checking the alignment of the pipeline

The Contractor shall check the line and the level of the pipeline at least once during the installation of each pipe length and shall take such corrective action as may be necessary. A copy of the results of all checks and a statement of any corrective measures taken shall be available for inspection on the Site, and a copy shall be given to the Engineer on the same day.



PLU8 BLASTING

No blasting will be allowed for pipe boring.

PLU9 CONSTRUCTION

(a) General

Boring, excavation and other specialized work shall be undertaken only by persons fully conversant with the work.

Boring operations shall commence at the lower level of the pipeline. Should Site conditions necessitate or permit boring to be carried out from the higher level of the pipeline, the Engineer's written approval shall be obtained before the work commences.

The Contractor shall not commence any work until the Engineer has specified, in writing, that the Contractor may proceed.

(b) Excavation

Subject to the provisions of PLU8 above, the appropriate requirements of PSD and PSDB shall apply. The materials excavated shall be classified as follows for payment purposes:

(i) Hard material:

For pipe boring operations, the material penetrated will be classified as hard when the Contractor can prove that the work cannot be efficiently carried out by using normal boring equipment and some other method, such as rock drilling, has to be used.

(ii) Soft material:

All material not classified as hard material.

Notwithstanding the above classification, all material in previously constructed fills, embankments and pavement layers and through which boring is carried out, shall be classified as soft material.

The decision of the Engineer as to the classification of the material shall be final and binding, and any objection as to the classification shall be made before some method other than boring is used.

Special reference shall be made to clause 16 of section 001 regarding the classification of excavated material in restricted areas.

(c) Pipe boring pits



The Contractor shall be responsible for excavating the pits in the positions indicated on the construction drawings at each end of the section of pipeline or sleeve that is to be bored. These pits shall be of dimensions at least equal to the minimum dimensions needed for the Contractor's equipment and for safe and efficient working. The approximate dimensions of the pits that the Contractor intends to excavate shall be agreed upon with the Engineer before work commences. The excavated material shall be stockpiled for later backfilling.

The sides of the pits shall be adequately supported by timbers or by other approved means. Where a pit adjoins a railway line or a heavily used road, the sides of the pit shall be shored during the entire operation to prevent any movement caused by vibration arising from rail or road traffic from occurring.

The Contractor shall ensure that the pits are dewatered at all times.

(f) Pipe boring

After the pipe boring pits have been completed, and on the written instructions of the Engineer, a pilot hole shall be drilled using suitable equipment. After the pilot hole has been inspected and approved, it shall be enlarged by boring to the diameter required for the installation of the specified pipe.

(d) Grouting and sealing

Before the boring operation, the Contractor shall determine, in an approved manner, the average cross-section of the completed excavation ahead of the pipeline and shall submit his calculations to the Engineer on the same day.

These cross-sections, together with the external pipe diameter, shall be used for calculating the approximate volume of grout that will be needed after the entire boring operation has been completed and will assist in determining whether all voids have been grouted.

All holes in the pipeline shall be sealed with an approved epoxy sealant after the grouting has been completed.

The grouting of the pipes installed by means of pipe boring shall be carried out only on the written instructions of the Engineer and in a manner approved by the Engineer.

(e) Backfilling

The pipe boring pits shall be backfilled, only when so instructed by the Engineer, using excavated or imported material compacted to at least the density of the undisturbed surrounding material.



When the installed pipe is part of a pipeline, the boring pits will form part of the pipeline trench and as such shall be backfilled in the manner specified in sections SABS 1200D and DB as applicable. Payment for such backfilling will be made under the applicable sections.

Surplus excavated materials shall be disposed of as specified in the Project Specifications or as determined by the Engineer on Site.

PLU9 TOLERANCES

Subject to any requirements of the Section 3.4.2 imposed on account of the gradient(s) of the pipeline or in view of the purpose for which it is required, the pipes shall be positioned within the tolerances given below.

Should the difference between the actual and the specified position or alignment of the finished pipeline exceed the value of the said tolerance to an extent as to involve additional costs in respect of locating, installing, supporting or maintaining any service of which the bored pipe forms part or that has been designed to be laid through the bored structure, the Contractor shall bear such additional costs, provided that the details of the work to be done to relocate, install, or support the said service have been provided and the order for the work to be done (by the Contractor or by others) has been given by the Engineer within 30 working days of the completion of the boring operation.

Permissible tolerance limits shall be as follows:

(i)	In plan	± 100 mm
(ii)	Vertical	± 100 mm

Adjustment to line or level or both shall be gradual, and the manufacturer's permissible angular deflection of the pipes shall not be exceeded at any point.

PLU10 MEASUREMENT AND PAYMENT

PLU10.1	Establishment on Site	sum
---------	-----------------------	-----

The tendered lump sums shall include full compensation for the establishment on Site and the subsequent removal of all special equipment and plant for pipe boring, including maintaining the safety of existing structures, services, roads, railways, etc, for bracing, lighting, watching, dewatering and surveying, and for maintaining all temporary works until the work is completed.

This work will be paid for as a lump sum, 80% of which becomes payable when all equipment is on the Site and boring has commenced, and the remaining 20% will become



payable after the work has been completed, the equipment removed and the Site reinstated to a condition acceptable to the Engineer.

PLU10.2 Access to and from pipe boring pits sum

The tendered lump sum shall include full compensation for the provision and maintenance of access roads to the reception pits, the negotiations with land owners where applicable, the erection and maintenance of temporary gates, fences and road signs where applicable, and for the removal and reinstatement of the access roads and temporary works on completion of the boring operations to the satisfaction of the Engineer and landowners concerned. The work will be paid for in two instalments as specified in pay item PLU10.1.

PLU10.3 Excavating in soft material cubic metre (m³)

The tendered lump sums shall include full compensation for all work necessary for excavating the pits to suit the Contractor's equipment, for excavating by hand where applicable, for shoring the sides of the excavation, and for stockpiling the excavated material at predetermined sites. The work shall be carried out as specified in the appropriate clauses of SABS 1200D and DB (see also PLU9 of this section).

PLU10.4 Extra over item PLU10.3 for excavating hard material cubic metre (m³)

The unit of measurement shall be the cubic metre of material measured in the original position before excavation and classified as hard in terms of sub-clause PLU9(b). The dimensions of the excavation shall be agreed on as specified in sub-clause PLU9(b) of this section.

The tendered rate shall include full compensation for all extra work and effort required for excavating in hard material.

PLU10.5 Backfilling the pipe boring pits with

The unit of measurement for shall be the cubic metre of suitable excavated or imported material used for backfilling the pipe boring pits to the extent determined by the Engineer.

The tendered rates shall include full compensation for loading approved material previously excavated or alternatively for loading the material from approved borrow pits, for transporting it to where required and for off-loading, and placing the material.

The tendered rate shall also include full compensation for compacting the material in 150 mm thick layers to a density of at least that of the surrounding undisturbed material.

Material shall be imported only on the instructions of the Engineer.



	(a) Excavated material	cubic metre (m ³)
	(b) Imported material	cubic metre (m ³)
PLU10.6	Supply of pipes to be bored (description, type and diameter stated)	metre (m)
	<p>The unit of measurement shall be the metre of completed bored pipeline measured between the ends of the completed pipeline continuously through intermediate boring stations and shall include intermediate boring pipes.</p> <p>The tendered rate shall include full compensation for the supply, delivery and storing the pipes.</p>	
PLU10.7	Boring of holes through:	
	<p>The unit of measurement shall be the metre length of hole bored and approved.</p> <p>The tendered rates shall include full compensation for all labour, equipment (other than equipment provided under PLU10.1), materials and appurtenant work necessary to bore the hole including the pilot hole in the positions indicated and as specified and for removing any bored material to spoil sites found by the Contractor. Should spoil sites be provided by the Employer, overhaul will be payable where material is transported outside the free-haul boundaries.</p>	
	(a) Soft material	
	(1) Diameter of hole stated	metre (m)
	(2) Etc. for other diameters	metre (m)
	(b) Hard material	
	(1) Diameter of hole stated	metre (m)
	(2) Etc. for other diameters	metre (m)
PLU10.8	Inserting pipes – Pipe Boring	
	<p>The unit of measurement shall be the metre of each size and type of pipe jointed and inserted.</p> <p>The tendered rates shall include full compensation for jointing and inserting the pipes in the bored hole.</p>	
	(a) State diameter of pipe	metre (m)
	(b) Etc. for other diameters	metre (m)
PLU10.9	The grouting of voids for pipe boring	



The unit of measurement shall be the metre of each size of pipe grouted on the instructions of the Engineer.

The tendered rates shall include full compensation for all plant, material and labour necessary for carrying out the work in a manner approved by the Engineer.

- | | |
|------------------------------|-----------|
| (a) Pipe diameter stated | metre (m) |
| (b) Etc. for other diameters | metre (m) |

- | | | |
|----------|--|--------------------------------|
| PLU10.10 | Timbering and shoring left temporarily in the thrust and reception pits and pipe boring pits | square metre (m ²) |
|----------|--|--------------------------------|

The tendered rate PLU10.3 shall include full compensation for the removal of the supply, fixing, timbering and shoring by the pipe-boring contractor.

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Construction Project

Refer to Section C3.4.1 (B1204)

C3.5.1.2 Drawings, Operation and Maintenance Manuals

Refer to Section C3.4.1 (PS6.)

C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

C3.5.1.4 Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

C3.5.1.5 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.6 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.



C3.5.1.7 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 Site Instructions

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

C3.5.1.9 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Employer's Agent's Representative the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following a standard format for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice will be submitted with each certificate dated appropriately for the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.



C3.5.1.11 Workmanship and Quality Control

Refer to Section C3.4.1 (PS4)

C.3.5.1.12 Features requiring Special Attention

Refer to Section C3.4.1 (PS3.)

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS CONSTRUCTION

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END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as:

"Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work".

2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
- a) fail to implement or maintain his health and safety plan;



- e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor **AT HIS/HER OWN COSTS** from executing construction work.

- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.
- 2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3 INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.
A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.
- c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.
A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.
- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.



4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour



-
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of full-time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator

A12 Evacuation plan

A13 The contents of all Training Material used on site – eg.
Accredited and non-accredited training
Toolbox talks
And all training records signed by workers

A14 Risk Assessments - All Risk Assessments done before and during the Construction period



-
- A15 Registers as required
- A16 Safe Work Procedures and material safety data sheets
- A17 Fall protection plan
- A18 Incident recording forms
- A19 Medical records
- A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

6 NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure B in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

7 CONTRACTOR'S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.



It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

8 CLOTHING

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding



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

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

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

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



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

Print Name:_____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):



Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....

Co-ordinates (if available) Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.



J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....



INFORMATION TO BE SUPPLIED BY THE TENDERER

This following form shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:



ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

END OF SECTION



Maquassi Hills Local Municipality

UPGRADING OF OUTFALL SEWER IN WOLMARANSSTAD EXTENSIONS

SITE INFORMATION

INDEX

Section	Description	Page No
Section C4.1	Special Requirements in terms of OHSA and Construction Regulations.....	C4.1.1

END OF SECTION



C4.1 SPECIFIC REQUIREMENTS IN TERMS OF OHSA AND CONSTRUCTION REGULATIONS

Inter alia the risk assessment to be done by the Contractor, specific requirements and areas that must be addressed is provided hereunder as the risk identification provided by the Employer and summarised hereunder:

Specific requirements and areas that must be addressed with the risk assessments and work procedures are summarised hereunder:

Public safety

- Pedestrian and vehicle movement along the entire section of works
- Public awareness, especially of the works to be executed under single lane traffic accommodation, safety precautions and specifically advance warning areas. Advance warning areas to be assisted with advance variable message signs and warning signals as per specification.
- Plant in operation and/or under holding conditions immediately next to trafficked lanes (refer to specifications).
- Speeding during construction and control measures (assisted with speed message sign).
- Level differences during rehabilitation stages with adequate signs and safety precautionary measures. (Refer to restrictive conditions and same day work allowances)
- Communication on site.
- Constant traffic monitoring by site safety officers and daily inspection of signage required with auditable records.

Stockpile areas

- Safety measures to ensure usability of hazardous conditions exist to road users and special measures to ensure night-time visibility.
- Environmental matters, control and spillages, e.g. pre-coating fluid, bituminous products, diesel, etc.

Plant, equipment and personnel

- Night time visibility and low day time visibility.
- Serviceability of equipment in transport of leakages, i.e. oil, diesel, bitumen, spills.
- Flagmen, traffic control and labour force.

Safety Risk

- Construction personnel and plant.

Finishing

- Loose aggregate during excavation and seal operations

END OF SECTION

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
	16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
	16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p>

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.